

# PERSONNEL/STUDENT AFFAIRS COMMITTEE

## AGENDA

June 17-18, 1999  
University of Idaho - SUB  
Moscow, Idaho

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1. **COMMITTEE ACTION:** Minutes of the March & April, 1999 Meetings.

**It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_ and carried** to approve as written the Personnel/Student Affairs Committee Minutes for March & April, 1999.

**PERSONNEL/STUDENT AFFAIRS COMMITTEE**

Unapproved Minutes  
March 18-19, 1999  
Boise State University  
Boise, Idaho

Board Members: Dr. Marilyn Howard (chair)  
Dr. Tom Dillon

1. January Minutes were approved by consensus.

2. Routine Institution/Agency Agenda Items

Routine agendas were submitted for the Office of the State Board of Education, Idaho Public Television, the Idaho School for the Deaf and the Blind, the Idaho Division of Vocational Rehabilitation, Boise State University, Eastern Idaho Technical College, Idaho State University, Lewis-Clark State College and the University of Idaho.

Mr. Peter Morrill advised IPTV concluded its annual fund raiser and reached its goal of \$810,000 with a final total of \$825,111.

Dr. Rush said the agreement submitted by the Idaho School for the Deaf and the Blind was a cooperative agreement that exists in the Magic Valley which the ISDB wishes to join.

3. Non-Routine Institution/Agency Items

Non-Routine agendas were submitted for Boise State University, Eastern Idaho Technical College, Lewis-Clark State College and the University of Idaho. Among the Non-routine items discussed were:

*Boise State University*

Dr. Ruch said the three recommended personnel actions are the result of individuals currently employed as a classified competing for and being hired into exempt positions and are the reflection of BSU's policy of promoting from within the institution.

*Eastern Idaho Technical College*

Dr. Miles LaRowe said they had gone through an extensive search and were bringing forth five individuals for approval as members the EITC Advisory Council.

*Lewis-Clark State College*

Dr. James Hottois said the four multi-year athletic contracts being brought forth should have been brought forth in June, but inadvertently were not.

*University of Idaho*

Dr. Robert Hoover apologized for bringing forth the change request for Dr. Larry Branen after it was placed in effect. He said the change should have been brought to the Board in January, but all required signatures had not been obtained and it was lost in the press of events at that moment in time. Dr. Hoover reviewed Dr. Branen's duties and the circumstances leading to the temporary increase in duties.

Dr. Dillon expressed concern that the rules regarding pre-notification had not been adhered to and asked Dr. Hoover for a recommendation on how the situation should be resolved. Dr. Hoover said he was responsible for not bringing the item to the Board prior to it being placed into effect and suggested a letter of reprimand be placed in his personnel file. Dr. Dillon did not think that was the

solution as mistakes are made by everyone, but he was not comfortable just sending it through.

Dr. Dillon thought that it could be dealt with by a notation that this was an exception due to an unintended error and a statement that the pre-notification rule needed to be followed more carefully in the future. He felt the committee should recommend approval due to extenuating circumstances.

Dr. Hoover reviewed the other four University of Idaho non-routine items.

6. FORUM

**Presidents:**

1. Discussion of Student Fee Increases for Academic Year 1999-2000

Dr. Charles Ruch said the proposed fee increases are published in February and hearings held in March, per Board guidelines. Additionally, the proposed increases are also within Board guidelines. The requests will be brought to the Board in April. He said the concern is that there may be changes to the guidelines partially through the process. Dr. Dillon said he did not anticipate any guideline changes.

2. Budget Recommendation for FY2001

President Meyerhoeffer said this issue will be discussed in the Finance Committee.

3. An Idaho Virtual University

President Meyerhoeffer said they have asked the provosts to make recommendations to the presidents on how to address the implementation of an Idaho Virtual University. He said Governor Kempthorne is aware of the presidents' interest in the concept.

**Agency Heads:**

Mr. Ron Darcy said the ISDB has been nominated for having an exemplary reading program.

Dr. Mike Rush said the SDVE is developing its five-year plan for the Perkins legislation and that it has been taken to and endorsed by the Workforce Development Council.

Mr. Pat Young reported on:

5. A bill allowing alternative hiring for clients of the IDVR is being written. He said the proposal will allow disabled people to be hired into classified jobs without waiting for the register. The IDVR would put them on the job and give them four months to prove they can do it. The IDVR will monitor them and if they do not succeed, will pull them off the job.
6. The IDVR's state plan has been rewritten to comply with 1998 federal legislation and will be brought to the Board in May.
7. The IDVR is doing a study on the costs of running rehabilitation programs at state correctional facilities similar to the one being run in Boise.

8. The IDVR is sponsoring an employers=seminar in Boise on March 24 which will bring together employers and IDVR clients.
9. The Boise Magazine has an article on the disabled featuring several IDVR clients.

**Faculty Presidents:**

No items were submitted.

**Student Body Presidents:**

Mr. Dennis Rice, Mr. Matthew Bott, Mr. Mahmood Sheikh, Mr. Michael Willits and Mr. Nathan Peterson presented to the committee a proposal to establish a standing Student Body Committee to facilitate student input to the Board.

After discussion of the proposal, Dr. Howard and Dr. Dillon felt student concerns could better be addressed by the establishment a student body organization, similar to the Presidents= Council. Dr. Dillon said he and Dr. Howard would get together with the students to determine the organization=s structure.

*Idaho State University*

Mr. Michael Willits introduced Ms. Katy Moffet, Incoming ASISU President and Mr. Brent Leavitt, Incoming Vice President. He also expressed the students=thanks to former Board members Judith Meyer and Carole McWilliam for their work on the Board.

Mr. Willits reported on the ISU Early Learning Center=s activities and plans. Dr. Dillon asked that the ASISU president consider doing a full Board presentation on the Early Learning Center.

*Other*

Concerns were expressed that the Board=s CPI+2 guideline was not being followed in setting student fees.

## **PERSONNEL/STUDENT AFFAIRS COMMITTEE**

Unapproved Minutes

April 15, 1999

Eastern Idaho Technical College

Idaho Falls, Idaho

Board Members: Dr. Marilyn Howard (chair)

1. The March Minutes were approved by consensus with the following correction:

Mr. Michael Willits (ASISU) was listed under Item 5, Forum for Student Body Presidents as one of those speaking in favor of establishing a standing student body committee. He was not in favor of its establishment.

2. Routine Institution/Agency Agenda Items

Routine agendas were submitted for Idaho Public Television, the Idaho School for the Deaf and the Blind, the Idaho Division of Vocational Rehabilitation, the State Division of Vocational Education, Boise State University, Eastern Idaho Technical College, Idaho State University, Lewis-Clark State College and the University of Idaho. All items submitted were within Board guidelines.

3. Non-Routine Institution/Agency Items

One Non-routine item was submitted and that was for Boise State University:

- 2.3 Change in Salary, Rank, Title, Duties or Status

- 2.31 Administrative

Christine Hurst - Interim Director

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$85,000

Current Annual Salary: \$67,766

Increase: \$17,234/25.4%

Effective Date: February 24, 1999

Dept/Funds: Office of Information Technology/Fiscal/Appropriated Funds

Justification: With the untimely death of James Haskett, Ms. Hurst will assume the director's duties until a new director is hired.

Dr. Charles Ruch said that due to the critical nature of the position, someone needed to be appointed immediately. Dr. Mike Rush said his office has worked with Ms. Hurst and feels she was an excellent choice.

#### 4. Scholarship Awards

Several presidents expressed concerns that the awards were made late in the year and asked if the timelines could be adjusted so they are made in January, but no later than March. Dr. Howard said she would look into adjusting the timelines.

#### 5. FORUM

Presidents:

Dr. Ruch reported:

- 41 The Presidents= Council will be working with the J.A. & Kathryn Albertson Foundation to organize a summit to review expanded use of television and technology in the state.
- 42 The Presidents= Council discussed the issue of creating a standing student body committee. The Council felt that creating a new committee is not necessary because:
  - 21 Students do have access to the Board .
  - 22 After reviewing the current committee structure, they felt another committee would unnecessarily increase the Board=s workload.
  - 23 The Council members will work with the students to get them to utilize the access that is currently available to them.

Dr. Ruch said the Senior Vice President for Student Affairs, Hal Godwin of the UI, has been asked to work with the other vice presidents for student affairs and student leaders to deal with the issue of access and how to approach the Board.

Dr. Hoover said the AS group was not the only group representing students, i.e. at the UI there is a graduate student association which represents 20 percent of the UI students as well as a group representing law school students.

- 43 Discussion of the FY01 Budget guidelines will be held during the full Board meeting.

Agency Heads:

Dr. Mike Rush reported

- 44 The J. A. & Kathryn Albertson Foundation grant submitted to the Board last fall has come through and a check in the amount of \$1.8M has been received. The money will go to provide technology training for school district personnel.
- 45 The name of the State Division of Vocational Education was changed during the past legislative session to the State Division of Professional-Technical Education.

Mr. Pat Young reported:

- 46 The IDVR is working with the Department of Juvenile Corrections and will assign an IDVR position to the DJC as a pilot to see what can be done to help the disabled students in its care.
- 47 Legislators are working on the alternative hiring bill, which will be brought forth next session.

Faculty Presidents:

Ms. Pam Ingram, EITC, welcomed the Board to EITC's facility and thanked it for supporting the school.

Student Body Presidents:

Ms. Heidi Barber, ASEITC, welcomed the Board to EITC.

Mr. Dennis Rice, ASLCSC, said that due to his current academic load, he has not been able to complete the proposal for student orientation/input. He will work to have recommendations ready to bring to the Board in June.

The Student Body Presidents will address the Board regarding student fee increases during the full Board meeting.

2. **BOARD ACTION:** Routine Institution/Agency Agenda Items

**It was moved by** \_\_\_\_\_ **and carried** to approve/disapprove/table the Personnel/Student Affairs Committee Routine agenda items for:

Office of the State Board of Education  
Idaho Division of Vocational Rehabilitation  
Idaho Public Television  
State Division of Vocational Education  
Boise State University  
Idaho State University  
Lewis-Clark State College  
University of Idaho



**OFFICE OF THE STATE BOARD OF EDUCATION**

**June 17-18, 1999**

**2.1 Appointments**

**2.11 Administrative**

Name & Position: Sarah K. Hutchins, Administrative/Business Support Specialist

Type: Exempt

FTE/Term: 1.0/12 months (3-year grant)

Annual Salary: \$30,264

Effective Date: May 17, 1999

Department/Funding: Office of the State Board of Education, What Matters Most Initiative  
J.A. & Kathryn Albertson Foundation Grant

Duties/Responsibilities: Provide grant management and administrative support to the Teacher Policy Coordinator for the What Matters Most Initiative.

Name & Position: Nancy C. Szofran, Chief Technology Officer

Type: Exempt

FTE/Term: 1.0/12 months

Annual Salary: \$60,000

Effective Date: July 1, 1999

Department/Funding: Office of the State Board of Education / General Fund

Duties/Responsibilities: Provide vision, leadership, planning, and management for the development, acquisition, implementation and support of instructional and administrative technology as it

relates to the State Board of Education's policy. Coordinates programs to insure statewide uniformity of operations, interpretations and application of Board policy, procedures and programs with regard to technology.

Name & Position: Laurie Boston, Public Information Officer  
Type: Exempt  
FTE/Term: 1.0/12 months  
Annual Salary: \$43,285  
Effective Date: June 13, 1999  
Department/Funding: Office of the State Board of Education / General Fund  
Duties/Responsibilities: Act as liaison for media, board, and board office.

Name and Position: Rita Foltman, Fiscal Assistant  
Type: Exempt  
FTE/Term: 1.0 / 12 months  
Annual Salary: \$32,011  
Effective Date: June 13, 1999  
Department/Funding: Office of the State Board of Education / General Fund  
Duties/Responsibilities: Promotion

## **IDAHO DIVISION OF VOCATIONAL REHABILITATION**

**June 17-18, 1999**

### **PERSONNEL/STUDENT AFFAIRS COMMITTEE ROUTINE AGENDA**

#### **2.1 Appointment**

##### **2.13 Other**

Name: Damien Rodriguez - Rehabilitation Counselor  
FTE/Term: 1.0/12 Months  
Proposed Annual Salary: \$28,121.60  
Effective Date: April 14, 1999  
Funding: General/Federal  
Rationale: Replacement

IDAHO PUBLIC TELEVISION

June 17-18, 1999

PERSONNEL/STUDENT AFFAIRS COMMITTEE  
Routine Agenda

IPTV Page 1

**2.9 Items Not Covered in Other Sections**

To: State Board of Education  
Fr: Peter W. Morrill, General Manager  
Dt: May 19, 1999  
Re: System Report

Laura Moore Cunningham Foundation Gift, Page 2

Idaho's Scenic Splendor To Air Nationally On PBS, Page 2

Echoes Of A Bitter Crossing: Lewis & Clark In Idaho Being Distributed Nationally In August, Page 3

George Lucas Ed. Foundation Blasts Off With IdahoPTV, Page 3

Astronaut Mitchell Appeared On Dialogue Programs, Page 3

Upcoming Dialogue Programs, Page 4

IdahoPTV Receives Four National Honors, Page 4

Ford Foundation Funds Digital Television Business Plan Model Grant Project, Page 5

Idaho Public Television State Winners Enter National Reading Rainbow Competition: Twelve Idaho Students, K-Grade 3 Qualify, Page 6

Idaho Public Television Distributes Newsletter To Students, Parents; Ties Books To Summer Programming, Page 7

IPTV Page 2

## LAURA MOORE CUNNINGHAM FOUNDATION GIFT

On May 19, The Laura Moore Cunningham Foundation announced its continued financial support of Idaho Public Television for fiscal year 2000. The Foundation will support the production costs for IDAHO REPORTS, DIALOGUE, and a new one hour program OVER IDAHO (working title) totaling \$160,000.

In addition, The Laura Moore Cunningham Foundation will make a generous donation to the Idaho Public Television Endowment campaign. At press time, the amount was not available. The Endowment has a goal of \$3 million by June 30, 1999. The need for the Idaho Public Television Endowment to reach its goal has taken on special urgency in recent years. In fiscal year 1997, the Corporation for Public Broadcasting began ramping down Idaho Public Television's traditional base federal support from \$1.3 million to \$809,000 in fiscal year 1999. The ramp down will continue until fiscal year 2002 when the yearly base support from CPB should be approximately \$600,000.

Idaho Public Television would like to express its deep appreciation to the Laura Moore Cunningham Foundation for helping to ensure quality, local produced programming that serves the people of Idaho!

## IDAHO'S SCENIC SPLENDOR TO AIR NATIONALLY ON PBS

The Public Broadcasting Service (PBS) has notified Idaho Public Television that it has accepted for national broadcast a half hour version of IDAHO'S SCENIC SPLENDOR.

In addition, Idaho Public Television and the Idaho Department of Commerce will collaborate on the production and promotion of this program. On May 10, 1999, Commerce agreed to underwrite a total of \$27,000 of the production costs of the national program. Additional support for the program will come from the Friends of Idaho Public Television and the Corporation for Public Broadcasting.

IDAHO'S SCENIC SPLENDOR is expected to air on PBS late this year. For the Department of Commerce, the program is viewed as an excellent opportunity to reach millions of potential tourists.

Idaho Public Television will also produce a teacher's guide and a web site component to accompany the program which highlights Idaho's incredible scenery. The web component will include sections on Idaho history, diversity, and tourism resources.

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ECHOES OF A BITTER CROSSING: LEWIS & CLARK IN IDAHO BEING DISTRIBUTED NATIONALLY IN AUGUST

Beginning in August, American Public Television will distribute Idaho Public Television's production ECHOES OF A BITTER CROSSING: LEWIS & CLARK IN IDAHO to public television stations nationwide.

So far more than 100 stations have committed to air the program including WGBH/Boston, KCET/Los Angeles, KQED/San Francisco, WPBT/Miami, KRMA/Denver, KCTS/Seattle, KTCA/St. Paul, WHYY/Philadelphia, WTVS/Detroit, WNYE/New York and the statewide networks in Arkansas, Maine, Oregon, Georgia, West Virginia, South Carolina, Nebraska, South Dakota, Oklahoma, North Dakota, Louisiana, Montana, Wyoming, Iowa, New Jersey, and Rhode Island.

#### GEORGE LUCAS ED. FOUNDATION BLASTS OFF WITH IDAHOPTV

The George Lucas Educational Foundation blasted into April with a new monthly on-line publication entitled GLEF BLAST that brings educators worldwide the most exciting, inspiring stories from schools moving into The Digital Age.®

In its April edition, two of the five highlighted projects were the broadcast of LEARN & LIVE on public television stations in Boston, New York, Salt Lake City, and Idaho and available on-line resources.

LEARN & LIVE was broadcast statewide on IdahoPTV on Monday, April 26 at 9pm. It documented how several schools bring innovative teaching methods and technology into the classroom and was narrated by actor/comedian Robin Williams.

#### ASTRONAUT MITCHELL APPEARED ON DIALOGUE PROGRAMS

Moon-landing veteran Edgar D. Mitchell talked about his experiences in space and how they affected his current philosophies and work on two live versions of DIALOGUE.

Mitchell, a Doctor of Science in aeronautics, retired test pilot, U.S. Navy officer, and astronaut was in Idaho to help Craters of the Moon National Monument celebrate its 75th anniversary. Mitchell was among the astronauts who trained there 30 years ago in preparation for their moon treks.

IDAHO PUBLIC TELEVISION

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He and DIALOGUE host Joan Cartan-Hansen discussed live, on the evening of May 6, his time with the space program, his life-altering view of the earth from space, his moon landing, and his work and life since retiring from the space program.

Mitchell C the sixth man to have walked on the moon C was also featured on Idaho Public Television's first afternoon live call-in DIALOGUE Special for school children Tuesday (May 4) at 2:00/1:00 p.m. The audio of the 30-minute daytime special was available for several weeks on the IdahoPTV web site ([idahoptv.org](http://idahoptv.org)). There was also a special site created ([idahoptv.org/specials/dialogue/](http://idahoptv.org/specials/dialogue/)) for the daytime special with links to other information on Mitchell and NASA space programs.

#### UPCOMING DIALOGUE PROGRAMS

May 20 Steve Allred, Director, DEQ  
May 27 Yevgeny Yevtushenko, poet  
June 3 Senator Mike Crapo  
June 10 TBA (perhaps the new INEEL contractor)  
June 17 Pre-empted  
June 24 Discussion about genetically engineered seeds  
July 1 TBA  
July 8 Rep. Mike Simpson (tentative)  
July 15 TBA  
July 22 TBA  
July 29 Idaho photographers (tentative)  
August 5 Governor Kempthorne  
August 12 Taped interview with Joycelyn Elders (tentative)

#### IDAHOPTV RECEIVES FOUR NATIONAL HONORS

On April 20, the Houston International Film and Video Festival (WORLDVEST) announced that OUTDOOR IDAHO was the recipient of two awards.

IDAHO: THE WHITEWATER STATE received a Gold award in the Sailing/Watersports category and IN THE SHADOW OF THE TETONS won a Bronze in the Tourism/Travel category.

IDAHO PUBLIC TELEVISION

June 17-18, 1999

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On May 5, the National Videographer Association announced that Idaho Public Television received an Award of Excellence for LEWIS & CLARK IN IDAHO.

OUTDOOR IDAHO: IN THE SHADOW OF THE TETONS received an honorable mention.

#### FORD FOUNDATION FUNDS DIGITAL TELEVISION BUSINESS PLAN MODEL GRANT PROJECT

As previously announced in February, Idaho Public Television was chosen to be one of six stations to participate in a digital television business planning initiative by America's Public Television Stations (A.P.T.S.).

Last week, A.P.T.S. announced that the Ford Foundation had funded the model business plan project.

IdahoPTV will join WTTW-Chicago; KLRU, Austin; WSPX, University Park PA; Maryland PTV; and WTVP, Peoria.

Over the next year, Idaho Public Television will participate in developing business plan models for the F.C.C. mandated conversion to digital television that will be used by public television stations nationwide in the coming four years. Idaho Public Television's mandated conversion to digital television is expected to cost approximately \$11 million between now and 2003.

Over the last two years, IdahoPTV has worked to establish a digital connection required for in-state distribution of digital television. The 1999 Legislature approved local matching funds totaling \$238,000 for a \$668,000 U.S. Department of Commerce NTIA/PTFP grant to digitally connect Boise to Moscow. In addition, in collaboration with the Department of Administration and several public safety entities, the Legislature also approved a similar project to connect Boise to Pocatello. Finally, the Legislature also approved funding for two permanent positions to assist Idaho Public Television in planning the massive conversion project.

In early June, the participating stations will meet with A.P.T.S. and the Ford Foundation to learn more about the timetable and specific goals of the digital television business planning grant.

A detailed update will be forth coming in a future column.

IDAHO PUBLIC TELEVISION

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#### IDAHO PUBLIC TELEVISION STATE WINNERS ENTER NATIONAL READING RAINBOW COMPETITION: TWELVE IDAHO STUDENTS, K-GRADE 3 QUALIFY

Twelve Idaho students have reached the national READING RAINBOW Young Writers and Illustrators Awards contest, which culminates in June with announcement of the winners.

They will be competing for prizes such as computers, printers, VCRs, and READING RAINBOW library sets.

They qualified for the national contest by placing first in a grade level among competitors in a regional Idaho Public Television competition. Contestants wrote stories, each illustrated with at least five pictures, and submitted the entries to the Idaho Public Television station in their region. There are four winners from each of the three regions representing: kindergarten, first grade, second grade, and third grade.

All twelve of the first place stories and their illustrations can be viewed on the IdahoPTV web site ([www.idahoptv.org](http://www.idahoptv.org)). The names, story titles and one illustration of the 12 second place winners and 12 third place winners also are available on the web site.

Judges for entries submitted to Idaho Public Television/KUID were Brian Beesley, copy editor, Kathy Hedberg, columnist, Lewiston Morning Tribune, and Jim Hottois, president, Lewis and Clark State College, all of Lewiston; Robert Hoover, president, University of Idaho, Moscow; Gus Johnson, mayor, Post Falls; and Judith Meyer, former member Idaho State Board of Education, Hayden. Students submitted 267 illustrated stories to IdahoPTV/KUID.

Judges for entries submitted to Idaho Public Television/KAID were Patricia Kempthorne, first lady of Idaho, Marilyn Howard, superintendent of public instruction, and Vicki Ashwell, features editor, The Idaho Statesman, all of Boise; and Robert Corrie, mayor, Meridian. Students submitted 206 illustrated stories to IdahoPTV/KAID.

Judges for entries submitted to Idaho Public Television/KISU were John Young, news anchor, KPVI-TV,

Pocatello; Margaret Winborne, city editor, Post Register, Idaho Falls; Valerie Hoybjerg, American Falls, and Frances Grant, director, Idaho National Engineering and Environmental Laboratory Institute, Idaho Falls. Students submitted 223 illustrated stories to IdahoPTV/KISU.

IDAHO PUBLIC TELEVISION

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The annual competition is for students in kindergarten through third grade in public, private or home schools. Entries are judged on originality, creative expression, storytelling and integration of copy and illustrations.

READING RAINBOW, hosted by actor LeVar Burton, presents examples of children's literature, and explores concepts and ideas from the stories featured. The show encourages children to read on their own for entertainment and information.

READING RAINBOW airs on Idaho Public Television weekdays at 2:00/1:00 p.m. MT/PT. IdahoPTV airs 10 1/2 hours of children's programming each weekday and 6 hours each Sunday morning C 58 1/2 hours each week.

#### IDAHO PUBLIC TELEVISION DISTRIBUTES NEWSLETTER TO STUDENTS, PARENTS; TIES BOOKS TO SUMMER PROGRAMMING

A special schoolage summer edition of an Idaho Public Television newsletter has been sent to Idaho schools for distribution to second, third, and fourth graders.

Called Connections, the publication contains information on the IdahoPTV summer schedule for children. It also provides the book titles presented on READING RAINBOW and WISHBONE each day, the science topics on BILL NYE THE SCIENCE GUY, KRATT'S CREATURES, and EYEWITNESS, and the virtue of the week in ADVENTURES FROM THE BOOK OF VIRTUES. Addresses for the companion websites for these shows are included.

While IdahoPTV's television for children is a wonderful educational and fun experience on its own, it also offers motivation to read by piquing imagination and stimulating new interests, says Director of Learning Services, Dr. Gens Johnson. Encourage your young reader to make the connection between what they see on IdahoPTV and a good book from the library.

Reading throughout the summer, Johnson says, is the best advice she can offer second through fourth graders to improve their success in the next school year.

The 55,000 copies of the school-age summer edition were shipped to arrive this week at every public elementary school in Idaho.

IDAHO PUBLIC TELEVISION

June 17-18, 1999



IdahoPTV also publishes a monthly Connections newsletter to help the people who care for toddlers and pre-schoolers build the connection between television and books for readers-to-be. Books and activities are highlighted by IdahoPTV early childhood educators that will help young learners build literacy skills and extend the learning experience, which starts with watching public television children's programming. The pre-school newsletter is funded by a grant from the J.A. and Kathryn Albertson Foundation. It is distributed to caregivers who attend IdahoPTV early childhood workshops and to IdahoPTV First Book partners. Contact Lynn Allen at 1-800-543-6868 for more information.

The contents of both newsletters are available on the IdahoPTV website ([www.idahoptv.org](http://www.idahoptv.org)).

**STATE DIVISION OF VOCATIONAL EDUCATION**

**June 17-18, 1999**

**PERSONNEL/STUDENT AFFAIRS COMMITTEE  
ROUTINE AGENDA**

**2.3 Changes in Salary, Rank, Title, Duties, or Status**  
2.31 Administrative

Shirley Silver- Coordinator

FTE/Term: Permanent full-time exempt (PCN 0026)

Proposed Annual Salary: \$52,603.20  
Current Annual Salary: \$52,603.20  
Amount & Percent: No change  
Effective Date: July 1, 1999  
Department/Funding: SDVE/Federal Funds  
Rationale: Change in title and duties from Equity Coordinator to Federal Programs Coordinator. Under new federal regulations there is no longer a set-aside or requirement to fund the equity coordinator position. Therefore, the position that is needed is a federal program coordinator.

**BOISE STATE UNIVERSITY**

**June 17-18, 1999**

PERSONNEL/STUDENT AFFAIRS COMMITTEE  
ROUTINE AGENDA

**2.1 Appointments**

2.11 Administrative

Susan Berube Business Manager

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$35,500

Effective Date: April 19, 1999

Department/Funding: TechHelp/Fiscal, Grant Funds

Tonya Buie Technical Support Specialist

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$35,360

Effective Date: June 28, 1999

Department/Funding: Information Technology/Fiscal, Appropriated Funds

Russell EanesBManager of Central Receiving

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$34,008

Effective Date: April 12, 1999

Department/Funding: Physical Plant/Fiscal, Appropriated Funds

Jim GoodmanBRetail Operations Manager

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$30,264

Effective Date: April 18, 1999

Department/Funding: Bookstore/Fiscal, Local Funds

Cory LandersBDeveloper Analyst

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$34,500

Effective Date: April 5, 1999

Department/Funding: Information Technology/Fiscal, Appropriated Funds

**BOISE STATE UNIVERSITY****June 17-18, 1999**

Patricia Fredericksen--Assistant Professor

FTE/Term: 1.0/9 month

Proposed Annual Salary: \$40,000

Effective Date: August 15, 1999

Department/Funding: Public Policy and Administration/Academic, Appropriated Funds

Bradley Garner--Assistant Professor

FTE/Term: 1.0/9 month

Proposed Annual Salary: \$40,000

Effective Date: August 15, 1999

Department/Funding: Mathematics and Computer Science/Academic, Appropriated Funds

Richard GoreBAssistant Professor

FTE/Term: 1.0/9 month

Proposed Annual Salary: \$70,000

Effective Date: August 15, 1999

Department/Funding: Accountancy/Academic, Appropriated Funds

Laurel Traynowicz HetheringtonBAssociate Professor (with tenure)

FTE/Term: 1.0/9 month

Proposed Annual Salary: \$41,450

Effective Date: August 15, 1999

Department/Funding: Communication/Academic, Appropriated Funds

Janet HolmesBAssistant Professor

FTE/Term: 1.0/9 month

Proposed Annual Salary: \$35,006

Effective Date: August 15, 1999

Department/Funding: English/Academic, Appropriated Funds

Virginia HustingBAssistant Professor

FTE/Term: 1.0/9 month

Proposed Annual Salary: \$37,835

Effective Date: August 15, 1999

Department/Funding: Sociology/Academic, Appropriated Funds

Richard JohnsonBVisiting Associate Professor

FTE/Term: 1.0/9 month

Proposed Annual Salary: \$40,186

Effective Date: August 15, 1999

Department/Funding: Foundations, Technology &amp; Secondary Ed/AY, Approp Funds

**BOISE STATE UNIVERSITY****June 17-18, 1999**

Kathryn KingBAssociate Professor

FTE/Term: 1.0/9 month

Proposed Annual Salary: \$41,450

Effective Date: August 15, 1999

Department/Funding: Criminal Justice Administration/Academic, Appropriated Funds

Larry McNeilBAssistant Professor  
FTE/Term: 1.0/9 month  
Proposed Annual Salary: \$38,000  
Effective Date: August 15, 1999  
Department/Funding: Art/Academic, Appropriated Funds

## 2.14 Technical College

Linda StricklinBHealth Education Program Manager  
FTE/Term: 1.0/12 month  
Proposed Annual Salary: \$32,000  
Effective Date: March 29, 1999  
Department/Funding: Selland College of Applied Technology/Academic, Vocational Funds

## 2.2 Reappointments

### 2.21 Administrative

Audrey EldridgeBEvent/Marketing Services Manager  
FTE/Term: .8/12 month  
Proposed Annual Salary: \$25,692 (.8 FTE)  
Current Annual Salary: \$31,179 (1.0 FTE)  
Amount & Percent: +\$770/+3.0%  
Effective Date: June 26, 1999  
Department/Funds: The Pavilion/Fiscal, Local Funds  
Justification: Reappointment.

Shanan SaleBAcademic Advisor  
FTE/Term: .8/12 month  
Proposed Annual Salary: \$21,825 (.8 FTE)  
Current Annual Salary: \$22,116 (1.0 FTE)  
Amount & Percent: +\$650/+3%  
Effective Date: February 1, 1999  
Department/Funds: Enrollment Services/Fiscal, Appropriated Funds  
Justification: Reappointment.

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Sherry SquiresBPublic Relations Officer  
FTE/Term: .5/12 month  
Proposed Annual Salary: \$16,217  
Current Annual Salary: \$15,746  
Amount & Percent: +\$471/+3%  
Effective Date: June 26, 1999  
Department/Funds: University Relations/Fiscal, Appropriated Funds  
Justification: Reappointment.

Carol A. TeatsBDirector  
FTE/Term: 1.0/12 month

Proposed Annual Salary: \$32,448  
Current Annual Salary: \$31,491  
Amount & Percent: +\$957/+3%  
Effective Date: June 26, 1999  
Department/Funds: Homemaker Services/Fiscal, Grant Funds  
Justification: Reappointment.

## **2.3 Reallocation of Position or Changes in Salary, Rank, Title, Duties or Status.**

### **2.31 Administrative**

Leslie PassBProject Associate

FTE/Term: 1.0/12 month  
Proposed Annual Salary: \$37,500  
Current Annual Salary: \$44,283  
Amount & Percent: -\$6,783/-15.3%  
Effective Date: May 1, 1999  
Department/Funds: Pavilion/Fiscal, Local Funds  
Justification: Reassignment from Director of Select-a-Seat to Project Associate in the Pavilion.

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### **2.32 Academic/Instructional**

Gary ShookBDirector/Professor

FTE/Term: 1.0/9 month  
Proposed Annual Salary: \$54,426 (9 month)  
Current Annual Salary: \$55,806 (10 month)  
Amount & Percent: +\$4,200/+7.8%  
Effective Date: August 16, 1999  
Department/Funds: Health Studies/Fiscal, Local Funds

Justification: Transfer within the College of Health Sciences from Program Director and Associate Professor for the Master of Health Policy to Director and Professor of Environmental Health.

2.34 Technical College

George Dignan-Project Facilitator

FTE/Term: .8/12 month

Proposed Annual Salary: \$36,973 (.8 FTE)

Current Annual Salary: \$46,216 (1.0 FTE)

Amount & Percent: -\$9,243

Effective Date: April 4, 1999

Department/Funds: School to Work/Fiscal, Vocational Funds

Justification: Reduction in work hours per week.

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**2.6 Request for new position**

2.61 Administrative

Title: Business Manager

Type: Professional

FTE/Term: 1.0/12 Months

Annual Salary: \$32,000 (plus benefits \$8,960)  
Department/Funding: Arbiter/Local Funds  
Duties/Responsibilities: The Publications Board of the Arbiter has determined that having a full-time professional for a year is crucial to the continued financial health of the paper. It is the hope of the Publications Board that the hiring of a temporary business manager will help the Board in determining if a full-time position is necessary.

Title: Director, Campus Recreation  
Type: Professional  
FTE/Term: 1.0/12 Months  
Annual Salary: \$60,000 (plus benefits \$16,800)  
Department/Funding: Campus Recreation/Local Funds  
Duties/Responsibilities: Serve as chief administrator for the Office of Campus Recreation, which includes: equipment rental and check-out, facilities management and operations, family programs, fitness and wellness services, informal recreation injury prevention and care, instructional programs, intramural and extramural sports, programs for people with disabilities.

Title: Administrator/Project Coordinator  
Type: Professional  
FTE/Term: 1.0/12 Months  
Annual Salary: \$7,795 (plus benefits \$2,182)  
Department/Funding: Pavilion/Local Funds  
Duties/Responsibilities: Increase to full-time position.

Title: Event/Market Services Manager  
Type: Professional  
FTE/Term: 64 Pay Period Hours/12 Months  
Annual Salary: -\$6,381 (plus benefits -\$1,787)  
Department/Funding: Pavilion/Local Funds  
Duties/Responsibilities: Decrease to part-time from full-time position

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Title: Buyer  
Type: Professional  
FTE/Term: .75/12 Months  
Annual Salary: \$22,698 (plus benefits \$6,355)  
Department/Funding: Student Union/Local  
Duties/Responsibilities: To purchase supplies, services, material, and equipment for the Student Union;



research and perform value analysis on products, services and equipment;  
perform related work.

Title: Assistant Director/Marketing Coordinator  
Type: Professional  
FTE/Term: 1.0/12 Months  
Annual Salary: \$30,264 (plus benefits \$8,474)  
Department/Funding: Student Union/Local Funds  
Duties/Responsibilities: Develops, conducts and interprets customer satisfaction surveys in areas related to Conference Services, Student Activities and other Union & auxiliary services.

Title: Information Systems Coordinator  
Type: Professional  
FTE/Term: 1.0/12 Months  
Annual Salary: \$3,736 (plus benefits \$2,282)  
Department/Funding: Bookstore/Local Funds  
Duties/Responsibilities: Convert existing position from Classified to Exempt. No change in University FTE.

Title: Graduate Admissions Manager  
Type: Professional  
FTE/Term: 1.0/12 Months  
Annual Salary: \$0  
Department/Funding: Graduate Admissions/General Funds  
Duties/Responsibilities: Convert existing position from Classified to Exempt. No change in University FTE.

Title: Conference Planner  
Type: Professional  
FTE/Term: 1.0/12 Months  
Annual Salary: \$30,264 (plus benefits \$8,474)  
Department/Funding: President's Office/Local Funds  
Duties/Responsibilities: Oversee the Sixth Annual Conference of the Coalition of Urban and Metropolitan Universities, to be hosted by Boise State University.

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Title: Academic Computer Lab Coordinator  
Type: Professional  
FTE/Term: 1.0/11 Months  
Annual Salary: \$9,000 (plus benefits \$0)  
Department/Funding: College of Business and Economics/General Funds  
Duties/Responsibilities: Convert existing position from Classified to Exempt. No change in University FTE.

Title: Information Technology Resource Manager  
Type: Professional  
FTE/Term: 1.0/12 Months  
Annual Salary: \$10,000 (plus benefits \$0)  
Department/Funding: College of Business and Economics/General Funds  
Duties/Responsibilities: Convert existing position from Classified to Exempt. No change in University FTE.

Title: Program Manager/Trainer  
Type: Professional  
FTE/Term: 1.0/12 months  
Annual Salary: \$437 (plus benefits \$0)  
Department/Funding: Center for Management Development/Local Funds  
Duties/Responsibilities: Convert existing position from Classified to Exempt. No change in University FTE.

## 2.62 Academic/Instructional

Title: Research Assistant  
Type: Academic, Other  
FTE/Term: 1.0/12 Months  
Annual Salary: \$20,010 (plus benefits \$5,603)  
Department/Funding: Foundations, Technology and Secondary Education/Local Funds  
Duties/Responsibilities: Research assistance with NBPTS project.

## 2.63 Other

Title: Office Specialist 2  
Type: Classified  
FTE/Term: 1.0/12 Months  
Annual Salary: \$18,158 (plus benefits \$7,081)  
Department/Funding: Student Housing/Local Funds  
Duties/Responsibilities: Clerical support staff to assist with reception and general office support functions for front desk area.

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Title: Office Specialist I  
Type: Classified  
FTE/Term: 1.0/10 Months  
Annual Salary: \$4,400 (plus benefits \$1,716)  
Department/Funding: Athletics /Local Funds  
Duties/Responsibilities: Change in hours worked to full-time per ten months, prorated over twelve months.

Title: Reservation/Catering Coordinator  
Type: Classified  
FTE/Term: 1.0/12 Months  
Annual Salary: \$27,914 (plus benefits \$10,886)  
Department/Funding: Student Union/Local Funds  
Duties/Responsibilities: To plan and coordinate utilization and scheduling of campus non-academic space; coordinate equipment and facility set-up for meetings, conferences, and special events; provide technical assistance in planning conferences and meetings; coordinate catered food service for events; supervise staff; perform related work.

Title: Assistant to Broadcast Information Systems Manager  
Type: Classified  
FTE/Term: 1.0/12 months  
Annual Salary: \$25,646 (plus benefits \$10,002)  
Department/Funding: BSU Radio/Local Funds  
Duties/Responsibilities: Schedule data conversion from outside stations and work with database management on various software programs used for membership, traffic scheduling and satellite uplink management. Will also handle data for music for the JazzWorks service and additional services to be added later.

Title: Maintenance Craftsman, Sr.  
Type: Classified  
FTE/Term: .75/12 months  
Annual Salary: \$20,405 (plus benefits \$7,958)  
Department/Funding: Student Union/Local Funds  
Duties/Responsibilities: To perform skilled trade duties in the operation, maintenance, and repair of buildings and related facilities and systems; perform related work.

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### **2.63 Other**

Title: Office Specialist 2  
Type: Classified  
FTE/Term: 0.5/12 Months  
Annual Salary: \$9,350 (plus benefits \$3,647)  
Department/Funding: 9060001 Human Resource Services  
Duties/Responsibilities: Provide front-line customer service to Human Resource Service clients. (This

position and the .5 FTE Customer Service Representative 1 position are listed as a Technical Records Specialist, 1.0 FTE, in Budget Book. After further consideration it was determined the position would better serve the department needs if split into two 2 time positions.)

## **2.8 Athletics (All Personnel Actions and Positions)**

- 2.81 Appointments
- 2.82 Reappointment
- 2.83 Separations
- 2.84 Extra Compensation
- 2.85 Information Item

### **2.81 Appointments**

Lyndsie Rico **B** Director of Promotions

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$31,512

Effective Date: April 19, 1999

Department/Funding: Intercollegiate Athletics/Fiscal, Local Funds

### **2.82 Reappointment**

Keith Rubio **B** Assistant Volleyball Coach

FTE/Term: 1.0/9 month

Proposed Annual Salary: \$16,777

Current Annual Salary: \$16,006

Amount & Percent: +\$771/+4.8%

Effective Date: April 1, 1999

Department/Funds: Intercollegiate Athletics/Fiscal, Local Funds

Justification: Reappointment.

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### **2.83 Separations**

Hughes, Judson, Business/Accounting Manager, resignation effective June 26, 1999.

Kenn, Joe, Head Strength Coach, resignation effective April 30, 1999.

Kuehlthau, Brenda, Assistant Women's Basketball Coach, resignation effective May 15, 1999.

Shepherd, Morgan, Assistant Women's Tennis Coach, resignation effective May 30, 1999.

Widen, Kristian, Assistant Men's Tennis Coach, resignation effective May 30, 1999.

Williams, Shambric, Assistant Men's Basketball Coach, resignation effective April 1, 1999.

2.84 Additional Compensation

Ashton, Randy, Statistician, \$210 compensation for working on the men's basketball statistician crew for the 1998-99 season.

Boyle, D. Lee, Tennis Match Official, \$292 for tennis officiating for 36.5 hours.

Irvin, Lawrence, Clock Operator, \$350 for 14 men's basketball games; \$400 for 16 women's basketball games for the 1998-1999 seasons.

Irvin, Matthew, Clock Operator, \$100 for 5 gymnastics meets; \$100 for 4 men's basketball games; \$400 for 16 women's basketball games for the 1998-99 seasons.

2.85 Information Item

Name and Position:	Patricia Stevens, Head Women's Basketball Coach
Year of Contract:	Second year of a 3-year contract
Effective Date:	July 1, 1999
Current Salary:	FY99 = \$59,010
Contractual Increase:	\$1,770
Total Contractual Salary:	FY00 Salary = \$60,770
Additional Compensation:	\$5,000 for radio show and public appearances
Rationale:	Coach Stevens continues to be an excellent Head Women's Basketball coach at Boise State.

**PERSONNEL/STUDENT AFFAIRS COMMITTEE  
ROUTINE AGENDA**

**2.1 Appointments/Reappointments**

**2.12 Academic/Instructional**

Adejare, Adeboye - Associate Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$58,011.20

Effective Date: August 16, 1999

Department/Funding: Pharmaceutical Sciences/AY/State Funds

Anderson, Eric T. - Adjunct Instructor

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$25,417.60

Effective Date: August 16, 1999

Department/Funding: Foreign Languages/AY/State Funds

Bangert, Arthur - Assistant Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$37,003.20

Effective Date: August 16, 1999

Department/Funding: Teacher Education/AY/State Funds

Bezik, Mark - Instructor

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$36,504.00

Effective Date: August 16, 1999

Department/Funding: Business/AY/State Funds

Blatt, J. David - Associate Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$40,019.20

Effective Date: August 16, 1999

Department/Funding: Communication & Theatre/AY/State Funds

Bond, Kori - Assistant Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$34,008.00

Effective Date: August 16, 1999  
Department/Funding: Music/AY/State Funds  
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Brown, Robert L. - Assistant Professor  
FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$62,504.00  
Effective Date: August 16, 1999  
Department/Funding: Business/AY/State Funds

Butler, Liz - Adjunct Teacher-in-Residence  
FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$37,398.40  
Effective Date: August 16, 1999  
Department/Funding: Education/AY/Grant Funds

Cartwright, Elizabeth - Assistant Professor  
FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$34,008.00  
Effective Date: August 16, 1999  
Department/Funding: Anthropology/AY/State Funds

Chao, Joseph T. - Assistant Professor  
FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$62,504.00  
Effective Date: August 16, 1999  
Department/Funding: Business/AY/State Funds

Christensen, Tamara - Adjunct Teacher-in-Residence  
FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$43,680.00  
Effective Date: August 16, 1999  
Department/Funding: Education/AY/Grant Funds

Das, Nandita Ganguly - Assistant Professor  
FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$46,508.80  
Effective Date: August 16, 1999  
Department/Funding: Pharmaceutical Sciences/AY/State Funds

Francois, Dennis - Assistant Professor

FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$36,004.80  
Effective Date: August 16, 1999  
Department/Funding: Education/AY/State Funds  
**Idaho State University**

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Goss, Lisa M. - Assistant Professor  
FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$37,003.20  
Effective Date: August 16, 1999  
Department/Funding: Chemistry/AY/State Funds

Howell, Dana - Assistant Professor  
FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$42,001.60  
Effective Date: August 16, 1999  
Department/Funding: Physical & Occupational Therapy/AY/State Funds

Johnson, Margaret Eleanor - Assistant Professor  
FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$34,008.00  
Effective Date: August 16, 1999  
Department/Funding: English & Philosophy/AY/State Funds

Kurtz, Barbara - Adjunct Instructor/Teacher-in-Residence  
FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$40,872.00  
Effective Date: August 16, 1999  
Department/Funding: Teacher Education/AY/Grant Funds

Launspach, Sonja - Assistant Professor  
FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$34,008.00  
Effective Date: August 16, 1999  
Department/Funding: English & Philosophy/AY/State Funds

Lyons, Gerard - Assistant Professor  
FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$41,017.60  
Effective Date: August 16, 1999  
Department/Funding: Physical Education & Dance/AY/State Funds



Martin, Martha B. - Adjunct Instructor/Teacher-in-Residence

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$36,316.80

Effective Date: August 16, 1999

Department/Funding: Teacher Education/AY/Grant Funds

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Maschner, Herbert - Adjunct Associate Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$40,248.00

Effective Date: August 16, 1999

Department/Funding: Anthropology/AY/State Funds

McAlexander, Lenore H. - Assistant Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$37,003.20

Effective Date: August 16, 1999

Department/Funding: Chemistry/AY/State Funds

Merz, Alice Horton - Assistant Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$38,001.60

Effective Date: August 16, 1999

Department/Funding: Teacher Education/AY/State Funds

Murphy, Virginia - Clinical Assistant Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$38,001.60

Effective Date: August 16, 1999

Department/Funding: Nursing/AY/State Funds

Pai, Vinita Balakrishna - Assistant Professor

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$55,016.00

Effective Date: August 2, 1999

Department/Funding: Pharmacy Practice & Administrative Sciences/AY/State Funds

Parker, Kevin R. - Assistant Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$67,516.80

Effective Date: August 16, 1999

Department/Funding: Business/AY/State Funds

Stene, Gregory A. - Associate Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$40,019.20

Effective Date: August 16, 1999

Department/Funding: Mass Communication/AY/State Funds

**Idaho State University**

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Tanner, George - Assistant Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$60,008.00

Effective Date: August 16, 1999

Department/Funding: Business/AY/State Funds

Tayar, Shari - Assistant Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$40,518.40

Effective Date: August 16, 1999

Department/Funding: Physical & Occupational Therapy/AY/State Funds

Thomas, Wesley - Assistant Professor

FTE/Term: 1.0/10 months

Proposed Annual Salary: \$37,793.60

Effective Date: August 2, 1999

Department/Funding: Anthropology/AY/State Funds

Towsley, Debra - Clinical Associate Professor

FTE/Term: .50/9 months

Proposed Annual Salary: \$16,650.40

Effective Date: August 16, 1999

Department/Funding: Speech Pathology & Audiology/AY/State Funds

Travers, Patricia - Instructor

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$35,006.40

Effective Date: August 16, 1999

Department/Funding: Teacher Education/AY/State Funds

Wawers, Gwen - Assistant Professor

FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$40,913.60  
Effective Date: August 16, 1999  
Department/Funding: Radiographic Science/AY/State Funds

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2.13 Other

Appenay, Alta M. - Trainer/Family Facilitator

FTE/Term: .75/12 months  
Proposed Annual Salary: \$17,160.00  
Effective Date: May 6, 1999  
Department/Funding: Institute of Rural Health/FY/Grant Funds

Bare, Shauna - Assistant to the Dean

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$32,011.20  
Effective Date: June 27, 1999  
Department/Funding: Education/FY/State Funds

Burton, Gail - Partnership Coordinator

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$31,012.80  
Effective Date: April 1, 1999  
Department/Funding: Education/FY/Grant Funds

Fernandez-Gonzales, Luis Manuel - Resident Physician

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$31,012.80  
Effective Date: May 20, 1999  
Department/Funding: Family Medicine/FY/Contract Funds

Gray, Jarid D. - Resident Physician

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$31,012.80  
Effective Date: June 27, 1999

Department/Funding: Family Medicine/FY/Contract Funds

Kase, Troy - Career Counselor

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$31,012.80

Effective Date: April 5, 1999

Department/Funding: Career Development Center/FY/State Funds

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King, Brett D. - Accelerator Engineer/Physicist

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$33,280.00

Effective Date: May 1, 1999

Department/Funding: Accelerator Center/FY/Local Funds

Lamb, Eric R.- Resident Physician

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$31,012.80

Effective Date: June 27, 1999

Department/Funding: Family Medicine/FY/Contract Funds

Lore, Steven C. - Resident Physician

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$31,012.80

Effective Date: June 27, 1999

Department/Funding: Family Medicine/FY/Contract Funds

Osborne, Burdett - Trainer/Family Facilitator

FTE/Term: .75/12 months

Proposed Annual Salary: \$17,160.00

Effective Date: May 5, 1999

Department/Funding: Institute of Rural Health/FY/Grant Funds

Robles, Marcia R. - Trainer/Family Facilitator

FTE/Term: .75/12 months

Proposed Annual Salary: \$17,160.00

Effective Date: May 5, 1999  
Department/Funding: Institute of Rural Health/FY/Grant Funds

Rose, Donald R. - Resident Physician  
FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$31,012.80  
Effective Date: June 27, 1999  
Department/Funding: Family Medicine/FY/Contract Funds

Skenandore, Janine - Trainer/Family Facilitator  
FTE/Term: .75/12 months  
Proposed Annual Salary: \$17,160.00  
Effective Date: May 5, 1999  
Department/Funding: Institute of Rural Health/FY/Grant Funds  
**Idaho State University**

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Sonneman, Cara Sue - Associate Environmental Educator  
FTE/Term: .50/12 months  
Proposed Annual Salary: \$16,005.60  
Effective Date: April 5, 1999  
Department/Funding: Natural Heritage Project/FY/Grant Funds

Taylor, Andrew C. - Public Information Specialist  
FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$30,264.00  
Effective Date: May 15, 1999  
Department/Funding: University Relations/FY/Local Funds

Wesely, Laurie Henderson - Counselor/Psychologist  
FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$41,516.80  
Effective Date: August 16, 1999  
Department/Funding: Counseling & Testing/FY/State Funds

Yokuda, Satoru - Engineer  
FTE/Term: 1.0/52 months  
Proposed Annual Salary: \$22,880.00  
Effective Date: April 18, 1999  
Department/Funding: Accelerator Center/AY/Grant Funds

2.14 Technical School

Beck, Angie M. - Instructor/Coordinator

FTE/Term: 1.0/11 months

Proposed Annual Salary: \$45,884.80

Effective Date: June 27, 1999

Department/Funding: Physical Therapist Assistant Program/FY/Local Funds

Fisher, Michael J. - Instructor

FTE/Term: 1.0/11 months

Proposed Annual Salary: \$35,776.00

Effective Date: June 27, 1999

Department/Funding: Automotive Technology/FY/State Funds

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Shaw, Jason B. - Instructor

FTE/Term: 1.0/10 months

Proposed Annual Salary: \$40,664.00

Effective Date: August 18, 1999

Department/Funding: Physical Therapist Assistant Program/FY/State Funds

Shipley, Gary M. - Instructional Assistant

FTE/Term: 1.0/11 months

Proposed Annual Salary: \$26,000.00

Effective Date: June 27, 1999

Department/Funding: Aircraft Maintenance/FY/State Funds

## **2.2 Reappointments**

### **2.22 Academic/Instructional**

Griffing, Barry - Clinical Associate Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$39,832.00

Effective Date: August 16, 1999

Department/Funding: Spch Path & Audio/AY/State (61.25%) and Grant Funds (38.75%)

Rationale: Reappointment

Kline, Lorrie - Clinical Associate Professor

FTE/Term: .60/9 months  
Proposed Annual Salary: \$21,091.20  
Effective Date: August 16, 1999  
Department/Funding: Speech Pathology & Audiology/AY/State Funds  
Rationale: Reappointment

Loftin, Joni Grey - Clinical Associate Professor  
FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$35,484.80  
Effective Date: August 16, 1999  
Department/Funding: Speech Pathology & Audiology/AY/State Funds  
Rationale: Reappointment

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Mohseni, Ray M. - Adjunct Assistant Professor  
FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$27,435.20  
Effective Date: August 16, 1999  
Department/Funding: Chemistry/AY/State Funds  
Rationale: Reappointment

Smith, Jane Coe - Clinical Associate Professor  
FTE/Term: .50/9 months  
Proposed Annual Salary: \$17,524.00  
Effective Date: August 16, 1999  
Department/Funding: Speech Pathology & Audiology/AY/State Funds  
Rationale: Reappointment.

Snider, Judith A. - Instructor  
FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$36,067.20  
Effective Date: August 16, 1999  
Department/Funding: Teacher Education/AY/State Funds  
Rationale: Permanent hire after search was conducted.

Stewart, Linda J. - Adjunct Instructor

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$32,552.00

Effective Date: August 16, 1999

Department/Funding: Foreign Languages/AY/State Funds

Rationale: Reappointment

Wells, Nancy H. - Adjunct Instructor/Lab Director

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$30,180.80

Effective Date: August 16, 1999

Department/Funding: Foreign Languages/AY/State & Local Funds (50%/50%)

Rationale: Reappointment

## **Idaho State University**

**June 17-18, 1999**

### **2.23 Other**

Clements, Stanford - Instructional Technologist

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$32,011.20

Effective Date: May 16, 1999

Department/Funding: Education/FY/Grant Funds

### **2.24 Technical School**

Beck, Blake J. - Statewide Distance Learning Coordinator

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$36,420.80

Effective Date: June 27, 1999

Department/Funding: SAT Distance Learning/FY/Grant Funds

Rationale: Permanent hire after search was conducted.

## **2.3 Changes in Salary, Rank, Title or Duties**

### **2.31 Administrative**



Frantz, Alan C. - From Assistant Dean, Adjunct Assistant Professor/Foreign Language & Special Assistant to the VP of Academic Affairs to Director of Teacher Education & Associate Professor

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$65,000.00  
Current Annual Salary: \$60,928.75  
Amount and Percent: +\$4,071.25 (+ 6.68%)  
Effective Date: June 27, 1999  
Department/Funding: Teacher Education/FY/State Funds  
Rationale: Promotion.

Jackson, Allen K. - Executive Project Director

FTE/Term: From 1.0 to .50 FTE/12 months  
Proposed Annual Salary: \$31,844.80  
Current Annual Salary: \$61,838.40  
Amount and Percent: N/A - reduction in FTE  
Effective Date: June 27, 1999  
Department/Funding: Natural Heritage Project/FY/Grant & Local Funds (50%50%)  
Rationale: Voluntary reduction.

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Lohse, Ernest S. - From Associate Professor/Anthropology & Administrative Director/IMNH to Professor/Anthropology & Interim Director/IMNH

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$66,580.80  
Current Annual Salary: \$60,548.80  
Amount and Percent: +\$6,032.00 (+9.96%)  
Effective Date: June 27, 1999  
Department/Funding: Museum/FY/State Funds  
Rationale: Interim appointment as director.

Ruchti, Ross Daw - From Director of Enrollment Services to Director of Registration & Records & Enrollment Services

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$63,003.20  
Current Annual Salary: \$60,008.00  
Amount and Percent: +\$2,995.20 (+4.99%)  
Effective Date: June 27, 1999

Department/Funding: Registration & Records/FY/State Funds  
Rationale: Promotion.

## 2.32 Academic/Instructional

Denner, Peter - From Director/Professor to Professor

FTE/Term: 1.0/From 12 months to 9 months  
Proposed Annual Salary: \$59,966.40 (9 months)  
Current Annual Salary: \$72,425.60 (12 months)  
Amount and Percent: -\$12,459.20 (-17.20%)  
Effective Date: August 16, 1999  
Department/Funding: Teacher Education/AY/State Funds  
Rationale: Voluntary reduction in duties.

Newsome, Jack - From Associate Coordinator & Assistant Professor to Director/Field Experience & Assistant Professor

FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$41,516.80  
Current Annual Salary: \$40,019.20  
Amount and Percent: +\$1,497.60 (+3.74%)  
Effective Date: August 16, 1999  
Department/Funding: Education/FY/State Funds  
Rationale: Increased duties.

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Sorensen, David N. - From Professor & Chair/SPA and Chair/Human Subjects Committee to Professor and Chair/Human Subjects Committee

FTE/Term: 1.0/From 12 months to 9 months  
Proposed Annual Salary: \$63,731.20 (9 month)  
Current Annual Salary: \$69,846.40 (12 month)  
Amount and Percent: -\$6,115.20 (-8.76%)  
Effective Date: August 16, 1999  
Department/Funding: Speech Pathology & Audiology/AY/State Funds  
Rationale: Voluntary reduction in duties.

Stowe, Dennis C. - From Professor to Assistant Chair and Professor

FTE/Term: 1.00/9 months  
Proposed Annual Salary: \$52,564.80  
Current Annual Salary: \$50,564.80  
Amount and Percent: +\$2,000.00 (+3.96%)

Effective Date: August 16, 1999  
Department/Funding: Mathematics/AY/State Funds  
Rationale: Increased duties.

Strickland, Jane - From Instructor/Coordinator of Technology to Assistant Professor of Teacher Education

FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$36,504.00  
Current Annual Salary: \$32,448.00  
Amount and Percent: +\$4,056.00 (+12.5%)  
Effective Date: August 16, 1999  
Department/Funding: Teacher Education/AY/State Funds  
Rationale: Change in duties.

## 2.33 Other

Carlson, Glenn A. - Laboratory Technician

FTE/Term: From 1.0 to .50 FTE/12 months  
Proposed Annual Salary: \$10,920.00 (.50 FTE)  
Current Annual Salary: \$21,840.00 (1.0 FTE)  
Amount and Percent: -\$10,920.00 (-50%)  
Effective Date: April 4, 1999  
Department/Funding: Pharmaceutical Sciences/FY/Grant Funds  
Rationale: Reduction in hours due to diminished grant funds.

## Idaho State University

**June 17-18, 1999**

Hillard, Madonna E. - From Senior Human Resource Advisor to Interim Associate Director

FTE/Term: 1.0 FTE/12 months  
Proposed Annual Salary: \$45,011.20  
Current Annual Salary: \$37,960.00  
Amount and Percent: +\$7,051.20 (+18.58%)  
Effective Date: June 13, 1999  
Department/Funding: Human Resources/FY/State Funds  
Rationale: Interim appointment.

Mandeville, Paula - From Career Counselor to Counseling Services Coordinator

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$35,401.60  
Current Annual Salary: \$33,384.00  
Amount and Percent: +\$2,017.60 (+6.04%)

Effective Date: May 2, 1999  
Department/Funding: Career Development/FY/State Funds  
Rationale: Change in duties.

## **2.6 Request for New Position**

### **2.62 Academic/Instructional**

Assistant Professor/Intern Coordinator (PCN 81980)

FTE/Term: From .75 to 1.0 FTE/12 months  
Annual Salary: \$53,632.00  
Effective Date: June 27, 1999  
Department/Funding: Biological Sciences/FY/State Funds  
Rationale: Change to full-time to meet accreditation requirements as recommended by the National Accreditation Agency for Clinical Laboratory Services.

Post Doctorate Associate

FTE/Term: 1.0/9 months  
Annual Salary: \$30,000.00  
Effective Date: August 16, 1999  
Department/Funding: Chemistry/AY/State Funds  
Rationale: Additional faculty support to teach in the introductory chemistry program and the nursing 101/102 series.

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**June 17-18, 1999**

Professor (PCN 76260)

FTE/Term: From .51 to .67 FTE/9 months  
Annual Salary: \$34,944.00  
Effective Date: June 27, 1999  
Department/Funding: History/FY/State Funds  
Rationale: Change in FTE due to enrollment increases.

Assistant Professor

FTE/Term: 1.0/9 months  
Annual Salary: \$34,000.00  
Effective Date: August 16, 1999  
Department/Funding: Music/AY/Local Funds  
Rationale: Additional faculty support to coordinate the music education program and

teach various music courses.

Assistant Professor of Anthropology & Native American Student Coordinator (PCN 5544)

FTE/Term: From .85 to 1.0 FTE/10 months  
Annual Salary: \$37,778.00  
Effective Date: August 2, 1999  
Department/Funding: Anthropology & Enrollment Planning/AY/State Funds  
Rationale: Increase in FTE to coordinate student recruitment and retention.

Assistant Professor

FTE/Term: 2.0/9 months  
Annual Salary: \$38,000.00  
Effective Date: August 16, 1999  
Department/Funding: Teacher Education/AY/State Funds  
Rationale: Additional faculty support to provide services to students per House Bill 178, Reading Initiative.

Assistant Professor

FTE/Term: 1.0/9 months  
Annual Salary: \$36,000.00  
Effective Date: August 16, 1999  
Department/Funding: Teacher Education/AY/State Funds  
Rationale: Additional faculty support to provide services to students in the teacher education program due to increased enrollment.

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**June 17-18, 1999**

Assistant Professor

FTE/Term: 1.0/9 months  
Annual Salary: \$38,000.00  
Effective Date: August 16, 1999  
Department/Funding: Educational Administration/AY/State Funds  
Rationale: Additional faculty support to provide services to students in the educational administration program due to increased enrollment.

Assistant Professor

FTE/Term: 1.0/9 months  
Annual Salary: \$41,500.00

Effective Date: August 16, 1999  
Department/Funding: Physical & Occupational Therapy/AY/State Funds  
Rationale: Additional faculty support to assist in the development and teaching aspects of the occupational therapy program.

Assistant Professor  
FTE/Term: 1.0/9 months  
Annual Salary: \$40,500.00  
Effective Date: August 16, 1999  
Department/Funding: Physical & Occupational Therapy/AY/State Funds  
Rationale: Additional faculty support for the Masters degree of Occupational Therapy.

## 2.63 Other

Customer Service Representative I  
FTE/Term: 1.0/12 months  
Annual Salary: \$17,472.00  
Effective Date: June 27, 1999  
Department/Funding: Nursing/FY/Local Funds  
Rationale: Additional clerical support for collaboration with Health West Inc. in the newly established Old Town Community Clinic.

Administrative Assistant I (PCN 3711)  
FTE/Term: From .75 to 1.0 FTE/12 months  
Annual Salary: \$23,462.80  
Effective Date: June 27, 1999  
Department/Funding: Physical & Occupational Therapy/FY/State Funds  
Rationale: Change in FTE due to addition of the Occupational Therapy Program.

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Accelerator Engineer  
FTE/Term: 1.0/12 months  
Annual Salary: \$33,280.00  
Effective Date: July 1, 1999  
Department/Funding: Idaho Accelerator Engineer/FY/Local Funds  
Rationale: Additional support required to direct the installation, construction, maintenance and operation of electron linac accelerators.

Faculty Coordinator  
FTE/Term: 1.0/12 months

Annual Salary: \$63,211.20  
Effective Date: June 28, 1999  
Department/Funding: Instructional Technology/FY/State Funds  
Rationale: Additional support to serve as primary liaison between faculty and the Instructional Technology Resource Center (ITRC), due to the rapid and dramatic growth of faculty development needs for technology training,

**Pharmacy Resident**

FTE/Term: 1.0/12 months  
Annual Salary: \$23,504.00  
Effective Date: June 28, 1999  
Department/Funding: Pharmacy Practice & Admin. Sci./FY/State Grant Funds  
Rationale: Additional support required for partial fulfillment of the college's responsibility to provide contemporary pharmaceutical care training and services to residents of the State of Idaho, especially relative to the need for these services in rural health care settings.

**Development Specialist**

FTE/Term: 3.0/12 months  
Annual Salary: \$35,000.00  
Effective Date: July 1, 1999  
Department/Funding: ISU Foundation/FY/State Funds  
Rationale: Additional support to oversee fund raising efforts in the individual colleges (in conjunction with ISU Foundation staff).

**Idaho State University**

**June 17-18, 1999**

**Executive Project Director**

FTE/Term: .50/12 months  
Annual Salary: \$31,844.80  
Effective Date: June 27, 1999  
Department/Funding: Natural Heritage Project/FY/Grant Funds  
Rationale: Additional support funded by a three-year \$1.3M NSF Award to oversee the activities of the Natural Heritage Project.

**Associate Environmental Educator**

FTE/Term: .50/12 Months  
 Annual Salary: \$16,005.60  
 Effective Date: June 27, 1999  
 Department/Funding: Natural Heritage Project/FY/Grant Funds  
 Rationale: Additional support funded by a three-year \$1.3M NSF Award to assist the Environmental Educator in the planning, development and production of educational materials for science kits on biodiversity.

**Video Instruction Manager**

FTE/Term: 2.0/12 months  
 Annual Salary: \$27,913.60  
 Effective Date: July 1, 1999  
 Department/Funding: Distance Learning/FY/State Funds  
 Rationale: Addl support required to support weekend college classes via distance learning.

**Custodian**

FTE/Term: 1.0/12 months  
 Annual Salary: \$13,249.60  
 Effective Date: July 1, 1999  
 Department/Funding: Business & Technology Center/FY/Local Funds  
 Rationale: Custodial support for the tenants, some of which have specialized cleaning requirements. The duties of this position have been filled by temporary, part-time employees.

**Custodian**

FTE/Term: 1.0/12 months  
 Annual Salary: \$13,249.60  
 Effective Date: June 28, 1999  
 Department/Funding: Physical Plant/FY/State Funds  
 Rationale: Addl custodial support due to increase in building square footage.

**Idaho State University**

**June 17-18, 1999**

**Security Officer**

FTE/Term: 3.0/12 month  
 Annual Salary: \$19,136.00  
 Effective Date: June 27, 1999  
 Department/Funding: Security/FY/State Funds  
 Rationale: Additional security officers required due to increases in student population, building square footage and security needs. (See deleted position, Item



2.7)

IT Information Systems Tech, Sr.

FTE/Term: 1.0/12 months  
Annual Salary: \$30,264.00  
Effective Date: June 27, 1999  
Department/Funding: Telecommunications/FY/Local Funds  
Rationale: Additional technical support due to increased department workload, user demands and requirements, and increased telecommunications requirements.

Office Specialist 2 (PCN 032010)

FTE/Term: From .75 to 1.0/12 months  
Annual Salary: \$18,948.80  
Effective Date: June 27, 1999  
Department/Funding: Telecommunications/FY/Local Funds  
Rationale: FTE change to full-time due to increased department workload.

IT Programmer/Analyst Associate

FTE/Term: 1.0/9 months  
Annual Salary: \$26,520.00  
Effective Date: July 1, 1999  
Department/Funding: Computing & Communications/FY/State and Local Funds (50%/50%)  
Rationale: Additional technical support to provide and coordinate ISU Y2K computer activities.

Receptionist

FTE/Term: 1.0/12 months  
Annual Salary: \$14,664.00  
Effective Date: July 1, 1999  
Department/Funding: Student Union Games Center/FY/Local Funds  
Rationale: Additional support to provide consistent service for Games Center customers.

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Custodian

FTE/Term: 1.0/9 months  
Annual Salary: \$10,192.00  
Effective Date: July 1, 1999  
Department/Funding: Student Union/FY/Local Funds  
Rationale: Additional custodial support due to increased facility use.

## 2.64 Technology School

### Statewide Distance Learning Coordinator

FTE/Term: 1.0/12 months

Annual Salary: \$36,421.00

Effective Date: June 27, 1999

Department/Funding: School of Applied Technology/FY/Grant Funds

Rationale: Additional support required for coordination of the newly established statewide distance learning system.

### Tool Room Attendant/Shipping & Receiving Materials Handler

FTE/Term: .50/9 months

Annual Salary: \$6,800.00

Effective Date: August 18, 1999

Department/Funding: SAT Auto Collision Repair and Refinishing/FY/Local Funds

Rationale: Additional support to provide assistance to the instructor.

### Office Specialist 2

FTE/Term: 1.0/12 months

Annual Salary: \$18,158.40

Effective Date: June 27, 1999

Department/Funding: School of Applied Technology/FY/State Funds

Rationale: Additional clerical support.

## 2.7 Deletion of Position

### 2.73 Other

#### Office Specialist 2

FTE/Term: 1.0/12 Months

Annual Salary: \$18,158.40

Effective Date: June 27, 1999

Department/Funding: Physical Plant/FY/State Funds

Rationale: Reduction in staff (see New Position Request for Security Officers, Item 2.63).

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**June 17-18, 1999**

## 2.8 Athletics

### Reappointments

Andrew, Lynne - Assistant Coach/Women's Basketball

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$30,014.40 - Further adjustment will occur.  
Effective Date: May 9, 1999  
Department/Funding: Athletics/FY/State Funds  
Rationale: Reappointment.

McMillan, Jay - Assistant Coach/Men's Basketball

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$36,004.80 - Further adjustment will occur.  
Effective Date: May 9, 1999  
Department/Funding: Athletics/FY/State Funds  
Rationale: Reappointment.

Spencer, Stephanie - Assistant Coach/Women's Basketball

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$25,001.60 - Further adjustment will occur.  
Effective Date: May 9, 1999  
Department/Funding: Athletics/FY/State Funds  
Rationale: Reappointment.

Wilson, Louis - Assistant Coach/Men's Basketball

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$36,004.80 - Further adjustment will occur.  
Effective Date: May 9, 1999  
Department/Funding: Athletics/FY/State Funds  
Rationale: Reappointment.

## **2.9 Other**

### **2.91 Bonus Awards**

Park, Amanda L. - Staff Interpreter

Department/Funding: ADA & Disabilities Resource Center/FY/State Funds  
Bonus Amount: \$300.00  
Rationale: Meritorious performance exhibited in performance of extra duties and various projects.

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### **2.92 Emeritus**

Myers, Rosemary N. - change from Assistant Professor/Retired to Assistant Professor/Emerita

Effective Date: May 16, 1999

Department: Individual Education Programs and English & Philosophy

**PERSONNEL/STUDENT AFFAIRS COMMITTEE  
ROUTINE AGENDA**

**2.1 Appointments**

**2.12 Academic/Instructional**

Austin, Tim - Instructor

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$29,016

Current Annual Salary: \$N/A

Amount and Percent: 0 (+0%)

Effective Date: August 19, 1999

Department/Funding: Division of Literature and Languages/Academic, Appropriated Funds

Rationale: Position approved FY 99

Benge, Beverly A. - Assistant Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$36,504

Current Annual Salary: \$N/A

Amount and Percent: \$0 (+0%)

Effective Date: August 19, 1999

Department/Funding: Education Division/Academic, Appropriated Funds

Rationale: Replacing faculty member who resigned

Griffith, Ruth - Assistant Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$31,013

Current Annual Salary: \$N/A

Amount and Percent: \$0 (+0%)

Effective Date: August 19, 1999

Department/Funding: Education Division/Academic, Appropriated Funds

Rationale: Temporary appointment replacing faculty member who resigned

Nayar, Sunita - Assistant Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$32,011

Current Annual Salary: \$N/A

Amount and Percent: \$0 (+0%)

Effective Date: August 19, 1999

Department/Funding: Education Division/Academic, Appropriated Funds

Rationale: Replacing faculty member who retired

Rogers, Joseph - Assistant Professor

FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$38,813  
Current Annual Salary: \$N/A  
Amount and Percent: \$0 (+0%)  
Effective Date: August 19, 1999  
Department/Funding: Nursing Division/Academic, Appropriated Funds  
Rationale: Replacing faculty member who resigned

Watkins, Sheila - Associate Professor

FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$40,019  
Current Annual Salary: \$N/A  
Amount and Percent: \$0 (+0%)  
Effective Date: August 19, 1999  
Department/Funding: Nursing Division/Academic, Appropriated Funds  
Rationale: Replacing faculty member who resigned

## 2.13 Other

Griffin, Sarah - Admission/High School Relations Counselor

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$31,283.20  
Current Annual Salary: \$N/A  
Amount and Percent: \$0 (+0%)  
Effective Date: May 17, 1999  
Department/Funding: Admission Office/Fiscal, Appropriated Funds  
Rationale: Replacing employee who resigned

Hunt, Timothy E. - Director, Coeur d'Alene Outreach

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$42,515  
Current Annual Salary: \$N/A  
Amount and Percent: \$0 (+0%)  
Effective Date: May 10, 1999  
Department/Funding: Extended Programs/Fiscal, Appropriated Funds  
Rationale: Replacing employee who resigned

**LEWIS-CLARK STATE COLLEGE****June 17-18, 1999**

Sullivan, James J. - Systems Operator

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$31,803  
Current Annual Salary: \$N/A  
Amount and Percent: \$0 (+0%)  
Effective Date: June 14, 1999  
Department/Funding: Library/Fiscal, Appropriated Funds  
Rationale: Replacing employee who resigned

Switzer, Teresa A. - Network Specialist

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$30,264  
Current Annual Salary: \$N/A  
Amount and Percent: \$0 (+0%)  
Effective Date: May 10, 1999  
Department/Funding: Information Technology/Fiscal, Appropriated Funds  
Rationale: Replacing employee who resigned

## 2.14 Technical College

Burton, Karen - Case Manager, Center for New Directions

FTE/Term: 1.0/10 months  
Proposed Annual Salary: \$25,251  
Current Annual Salary: \$N/A  
Amount and Percent: \$0 (+0%)  
Effective Date: March 17, 1999  
Department/Funding: Learning Services/Fiscal, Grant Funds  
Rationale: Replacing employee who resigned

Craber, Don - ABE Instructor

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$26,374  
Current Annual Salary: \$N/A  
Amount and Percent: \$0 (+0%)  
Effective Date: March 17, 1999  
Department/Funding: Learning Services/Fiscal, Grant Funds  
Rationale: Replacing employee who resigned

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Griffin, Clarence L. - Instructor

FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$31,512  
Current Annual Salary: \$N/A  
Amount and Percent: \$0 (+0%)  
Effective Date: August 19, 1999  
Department/Funding: Technical Programs, Academic/Appropriated Funds  
Rationale: Replacing employee who retired

Massingham - Instructor

FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$32,011  
Current Annual Salary: \$N/A  
Amount and Percent: \$0 (+0%)  
Effective Date: August 19, 1999  
Department/Funding: Technical Programs/Academic/Appropriated Funds  
Rationale: Replacing employee who retired

Wiggins, Timothy - Division Chair

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$60,507  
Current Annual Salary: \$N/A  
Amount and Percent: \$0 (+0%)  
Effective Date: July 1, 1999  
Department/Funding: Technical and Industrial Division/Fiscal, Appropriated Funds  
Rationale: Replacing Division Chair who resigned

### **2.3 Reallocation of Position or Changes in Salary, Rank, Title, Duties or Status**

#### **2.32 Academic/Instructional**

Martin, Maxine - Associate Professor/Nursing Coordinator

FTE/Term: 1.0/10 months  
Proposed Annual Salary: \$50,003  
Current Annual Salary: \$49,015



Amount and Percent: \$988 (+2.02%)  
Effective Date: August 12, 1999  
Department/Funding: Nursing Division/ Fiscal, Appropriated Funds  
Rationale: Change from Interim Nursing Coordinator TO Nursing Coordinator

**LEWIS-CLARK STATE COLLEGE**

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**2.33 Other**

Chandler, Shelly - Head Teacher

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$17,680  
Current Annual Salary: \$14,851  
Amount and Percent: \$2,829 (+19.05%)  
Effective Date: April 12, 1999  
Department/Funding: KinderCollege/ Fiscal, Appropriated Funds  
Rationale: Change in responsibilities due to reorganization of KinderCollege

**2.34 Technical College**

Weber, Virginia - Assistant Professor

FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$35,006  
Current Annual Salary: \$32,000  
Amount and Percent: \$3,006 (+9.40%)  
Effective Date: August 18, 1999  
Department/Funding: Technical Programs/Academic, Appropriated Funds  
Rationale: Change from temporary position as Instructor TO Assistant Professor

Reallocation of Position

**FROM:**

Hemly, Dave - Professor

FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$0  
Current Annual Salary: \$46,176  
Amount and Percent: \$0 (+0%)  
Effective Date: May 14, 1999  
Department/Funding: Technical Programs/Academic, Appropriated Funds  
Rationale: Retirement

**TO:**

Nelson, William M. - TNT Instructor/Coordinator

FTE/Term:	1.0/12 months
Proposed Annual Salary:	\$43,805
Current Annual Salary:	\$0
Amount and Percent:	\$0 (+0%)
Effective Date:	May 10, 1999
Department/Funding:	Technical Programs/Fiscal, Appropriated Funds
Rationale:	Reallocated from retiring position (Dave Hemly); moving from low enrollment program to high enrollment program

**LEWIS-CLARK STATE COLLEGE**

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## 2.6 Request for New Position

Title: **Instructional Assistant**

Type: Exempt

FTE/Term: 1.0 FTE/11 months

Annual Salary: \$22,000

Effective Date: August 16, 1999

Department/Funding: Education Division/Fiscal, Grant Funds

Duties/Responsibilities: Assist in teaching technology classes at K-12 sites in nine local districts and at LCSC in the Reid Hall Technology classroom and lab. Assist in planning inservice technology programs, supervising and maintaining the classroom and lab, assisting students and faculty, and assist in managing the Idaho Technology Performance Assessment.

## 2.8 Athletics

### 2.81 Multi-Year Contracts

#### CONTRACT ADDENDUM: EDWARD CHEFF

This contract is for the second year of a three-year (3) contract. Compensation for each of the three-year contracts (1998-99, 1999-00, 2000-01) will be negotiated separately.

In addition to your negotiated annual salary with Lewis-Clark State College, this contract includes \$3,000 as part of an agreement between Lewis-Clark State College and Louisville Slugger.

Name and Position:	Cheff, Edward - Head Baseball Coach
Year of Contract:	Second
Effective Date:	July 1, 1999
Current Annual Salary:	\$59,301
Contractual Increase:	\$1,544
Total Contractual Salary:	\$60,845

Additional Compensation: \$1,000 if team participates in national tournament

**LEWIS-CLARK STATE COLLEGE**

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CONTRACT ADDENDUM: MICHAEL DIVILBISS

This contract is for the second year of a three-year (3) contract. Compensation for each of the three-year contracts (1998-99, 1999-00, 2000-01) will be negotiated separately.

Name and Position: Divilbiss, Michael - Women's Basketball Coach  
Year of Contract: Second  
Effective Date: July 1, 1999  
Current Annual Salary: \$37,544  
Contractual Increase: \$1,019  
Total Contractual Salary: \$38,563  
Additional Compensation: \$1,000 if team participates in national tournament

CONTRACT ADDENDUM: GEORGE PFEIFER

This contract is for the second year of a three-year (3) contract. Compensation for each of the three-year contracts (1998-99, 1999-00, 2000-01) will be negotiated separately.

Name and Position: Pfeifer, George - Men's Basketball Coach  
Year of Contract: Second  
Effective Date: July 1, 1999  
Current Annual Salary: \$37,544  
Contractual Increase: \$1,019  
Total Contractual Salary: \$38,563  
Additional Compensation: \$1,000 if team participates in national tournament

CONTRACT ADDENDUM: GARY PICONE

This contract is for the second year of a three-year (3) contract. Compensation for each of the three-year contracts (1998-99, 1999-00, 2000-01) will be negotiated separately.

Name and Position:	Picone, Gary - Athletic Director
Year of Contract:	Second
Effective Date:	July 1, 1999
Current Annual Salary:	\$55,016
Contractual Increase:	\$1,498
Total Contractual Salary:	\$56,514
Additional Compensation:	None

## **LEWIS-CLARK STATE COLLEGE**

**June 17-18, 1999**

### **2.82 Athletics Supplemental Compensation**

Collins, Tracy - Athletic Trainer, serve as trainer for A-4 District Tournament, February 1, 1999 - February 25, 1999, for \$220.00

Collins, Mike - Cross Country Coach, maintenance of fitness equipment for February, March and April, 1999, \$300.00

Divilbiss, Mike - Women's Basketball Coach, bonus for national tournament, \$1,000.00

**UNIVERSITY OF IDAHO**

**June 17-18, 1999**

**PERSONNEL/STUDENT AFFAIRS COMMITTEE  
ROUTINE AGENDA**

**2.1 Appointment**

**2.12 Academic/Instructional**

Kim Black, Affiliate Instructor in Plant, Soil and Entomological Sciences

FTE/Term: 1.0/9 months

Proposed Annual Salary: None

Effective Date: May 12, 1999

Department/Funding: College of Agriculture

Rationale: New affiliate faculty member.

Kathryn Canfield-Davis, Affiliate Assistant Professor of Teacher Education

FTE/Term 1.0/9 months

Proposed Annual Salary: None

Effective Date: April 7, 1999

Department/Funding: Department of Teacher Education

Rationale: New Affiliate Faculty member.

Penelope L. Diebel, Affiliate Associate Professor of Agricultural Economic and Rural Sociology

FTE/Term: 1.0/9 months

Proposed Annual Salary: None

Effective Date: May 12, 1999

Department/Funding: College of Agriculture  
Rationale: New affiliate faculty member.

Wayne L. Fanno, Affiliate Assistant Professor of Agricultural and Extension Education

FTE/Term: 1.0/9 months  
Proposed Annual Salary: None  
Effective Date: May 12, 1999  
Department/Funding: College of Agriculture  
Rationale: New affiliate faculty member.

Steven L. Hayes, Affiliate Assistant Professor of Mechanical Engineering

FTE/Term: 1.0/9 months  
Proposed Annual Salary: None  
Effective Date: March 12, 1999  
Department/Funding: Department of Mechanical Engineering  
Rationale: New affiliate faculty member.

**UNIVERSITY OF IDAHO**

**June 17-18, 1999**

Richard W. Johnson, Affiliate Associate Professor of Mechanical Engineering

FTE/Term: 1.0/9 months  
Proposed Annual Salary: None  
Effective Date: March 12, 1999  
Department/Funding: Department of Mechanical Engineering  
Rationale: New affiliate faculty member.

Kenneth M. Jones, Affiliate Instructor in Adult, Counselor and Technology Education

FTE/Term: 1.0/9 months  
Proposed Annual Salary: None  
Effective Date: March 31, 1999  
Department/Funding: College of Education  
Rationale: New affiliate faculty member.

Mark L. McMulkin, Affiliate Assistant Professor of Mechanical Engineering

FTE/Term: 1.0/9 months  
Proposed Annual Salary: None  
Effective Date: March 12, 1999  
Department/Funding: Department of Mechanical Engineering  
Rationale: New affiliate faculty member.

Frederick W. Obermiller, Affiliate Professor of Agricultural Economic and Rural Sociology

FTE/Term: 1.0/9 months

Proposed Annual Salary: None  
Effective Date: May 12, 1999  
Department/Funding: College of Agriculture  
Rationale: New affiliate faculty member.

Michele Pike, Assistant Professor of 4-H Education  
FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$38,001.60  
Effective Date: April 5, 1999  
Department/Funding: District IV/FY/Appropriated Fund  
Rationale: New appointment.

Marc Skinner, Assistant to Director of Communication  
FTE/Term: 0.923/11 months  
Proposed Annual Salary: \$33,004.80  
Effective Date: March 31, 1999  
Department/Funding: Dept of Communication/FY/Gen Ed Appropriated Funds  
Rationale: New appointment.

**UNIVERSITY OF IDAHO**

**June 17-18, 1999**

Valdasue Steele, Assistant Extension Professor  
FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$40,019.20  
Effective Date: March 29, 1999  
Department/Funding: District 1/FY/Appropriated Funds  
Rationale: New appointment.

Stephen A. Tennyson, Affiliate Assistant Professor of Mechanical Engineering  
FTE/Term: 1.0/9 months  
Proposed Annual Salary: None  
Effective Date: March 12, 1999  
Department/Funding: Department of Mechanical Engineering  
Rationale: New affiliate faculty member.

David Thompson, Dean of the College of Engineering and Tenured Professor of Mechanical Engineering and Computer Science  
FTE/Term: 0.923/11 months  
Proposed Annual Salary: \$150,009.60  
Effective Date: June 27, 1999  
Department/Funding: College of Engineering/FY/General Education Appropriated Funds  
Rationale: New appointment.

## 2.13 Other

James Burtelow, Field Engineer

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$48,006.40  
Effective Date: April 1, 1999  
Department/Funding: College of Engineering/FY/Grant Funds  
Rationale: New appointment.

Mary Rutherford, Director of Development for the College of Business and Economics

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$52,000.00  
Effective Date: April 1, 1999  
Department/Funding: College of Business and Economics/ FY/General Education, Gift and Non-Appropriated Funds  
Rationale: New appointment.

## UNIVERSITY OF IDAHO

June 17-18, 1999

### 2.3 Changes in Salary, Rank and Duties

#### 2.31 Administrative

Neil Franklin, From Associate Dean of the College of Law and Professor of Law to Acting Dean of the College of Law and Professor of Law

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$121,992.00  
Current Annual Salary: \$106,974.40  
Amount and Percent: + \$15,017.60 (+ 14.04%)  
Effective Date: August 8, 1999 B May 27, 2000  
Department/Funding: College of Law/FY/General Education Appropriated Funds.  
Rationale: Temporary increase in administrative duties.

#### 2.32 Academic/Instructional

Joseph J. Feeley, From Assoc Prof of Electrical Engineering to Prof of Electrical Engineering

FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$78,249.60  
Current Annual Salary: \$71,302.40



Amount and Percent: +\$6,947.20 (+9.74%)  
Effective Date: June 27, 1999  
Department/Funding: Electrical Engineering/AY/ General Education Appropriated Funds  
Rationale: Promotion to professor.

Beverly Healy, From Extension Professor to Extension Professor and County Chair

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$56,617.60  
Current Annual Salary: \$55,224.00  
Amount and Percent: + \$1,393.60 (+ 2.52%)  
Effective Date: May 16, 1999  
Department/Funding: District II/FY/Appropriated Funds  
Rationale: Increased administrative duties.

Rosa Smith, From Extension Professor to Extension Professor and County Chair

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$50,731.20  
Current Annual Salary: \$49,337.60  
Amount and Percent: + \$1,393.60 (+ 2.82%)  
Effective Date: May 2, 1999  
Department/Funding: District II/FY/Appropriated Funds  
Rationale: Increased administrative duties.

**UNIVERSITY OF IDAHO**

**June 17-18, 1999**

## 2.33 Other

Suzanne Aaron, From Assistant to the Chair to Office Manager

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$37,481.60  
Current Annual Salary: \$37,481.60  
Amount and Percent: + \$0.00 (+ 0%)  
Effective Date: April 11, 1999  
Department/Funding: Chemistry/FY/General Education Appropriated Funds  
Rationale: Change in title only.

Daniel Saunders, From Senior IT Programmer Analyst to Program Analyst Manager

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$57,012.80  
Current Annual Salary: \$48,443.20  
Amount and Percent: + \$8,569.60 (+ 17.68%)  
Effective Date: April 18, 1999

Department/Funding:Registrar's Office/FY/Gen Education and Non-Appropriated Funds  
Rationale:Reclassification from classified exempt status to non-faculty exempt status.

Arthur D. Smith, From Professor of Law to Acting Associate Dean and Professor of Law

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$114,212.80  
Current Annual Salary: \$99,195.20  
Amount and Percent: + \$15,017.60 (+ 13.15%)  
Effective Date: August 8, 1999 B May 27, 2000  
Department/Funding: College of Law/FY/General Education Appropriated Funds  
Rationale: Additional administrative duties as well as FY00 increase.

Sean Wilson, From Interim Asst Director, New Student Services to Asst Director, New Student Services

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$30,929.60  
Current Annual Salary: \$30,929.60  
Amount and Percent: + \$0.00 (+ 0%)  
Effective Date: April 18, 1999  
Department/Funding: New Student Services/FY/General Education Appropriated Funds  
Rationale: Change to permanent appointment: no change in pay.

## **UNIVERSITY OF IDAHO**

**June 17-18, 1999**

### **2.5 Termination or Exigency Layoff**

Teree Scheckler, Campus Recreation Facility and Special Events Coordinator

Department: Campus Recreation  
Effective Date: December 31, 1999  
Action: Non-reappointment

### **2.6 Request for New Position**

2.63 Other

Title: Administrative Assistant I (2 positions)

Type: Classified

FTE/Term: 1.0/12 months

Annual Salary: \$27,144.00 (Pay Grade F)

Effective Date: June 27, 1999

Department/Funding: University Advancement/FY/Non-Appropriated Funds

Duties/Responsibilities: Provides general clerical support to Advancement Services including assisting the director, other unit staff members, and the public as part of restructuring

Title: Assistant Director of Development

Type: Non-Faculty Exempt

FTE/Term: 1.0/12 months

Annual Salary: \$34,507.20

Effective Date: June 27, 1999

Department/Funding: University Advancement/FY/Non-Appropriated Funds

Duties/Responsibilities: Provides coordination between the Capital Planning Office and the Development Office for projects requiring private funds; develops and manages a university-wide stewardship program; serves as liaison to University Communications & Marketing for all development-related publications and public relations as part of restructuring.

Title: Associate Director of Development

Type: Non-Faculty Exempt

FTE/Term: 1.0/12 months

Annual Salary: \$70,012.80

Effective Date: June 27, 1999

Department/Funding: University Advancement/FY/Non-Appropriated Funds

Duties/Responsibilities: Oversees and provides guidance to program and project campaigns that comprise the capital campaign; assists in the development of college fundraising plans and volunteer boards; develops and staffs the national campaign committee as part of restructuring.

## **UNIVERSITY OF IDAHO**

**June 17-18, 1999**

Title: Database Analyst

Type: Classified

FTE/Term: 1.0/12 months

Annual Salary: \$40,019.20 (Pay Grade K)

Effective Date: June 27, 1999

Department/Funding: University Advancement /FY/Non-Appropriated Funds

Duties/Responsibilities: Assists in the design and integration of the Banner database applications relational to the Alumni/Development module; responsible for technical aspects of the database and understanding database needs of users as part of restructuring.

Title: Director of Advancement Services

Type: Non-Faculty Exempt

FTE/Term: 1.0/12 months

Annual Salary: \$69,014.40

Effective Date: June 27, 1999  
Department/Funding: University Advancement /FY/General Education Appropriated Funds  
Duties/Responsibilities: Responsible for developing and implementing policies, systems and procedures for the supervision and oversight of activities related to data collection, information management, reporting systems, prospect data management, gift receipting, and direct mail functions for the UI and UI Foundation as part of restructuring.

Title: Director of Corporate and Foundation Relations  
Type: Non-Faculty Exempt  
FTE/Term: 1.0/12 months  
Annual Salary: \$60,008.00  
Effective Date: June 27, 1999  
Department/Funding: University Advancement /FY/Non-Appropriated Funds  
Duties/Responsibilities: Develops strategies for all corporate and foundation fundraising; coordinates the university's relationships with corporations and foundations; identifies, develops and staffs the Corporate/Foundation Committee of the capital campaign as part of restructuring.

## **UNIVERSITY OF IDAHO**

**June 17-18, 1999**

Title: Director of Media Relation, UI Boise Center  
Type: Classified  
FTE/Term: 1.0/12 months  
Annual Salary: \$40,019.20  
Effective Date: June 27, 1999  
Department/Funding: University Advancement /FY/Non-Appropriated Funds  
Duties/Responsibilities: Manages representation of and news coverage about UI in Boise valley print and electronic media interactions, as well as in regional, national, and international news reports as part of restructuring.

Title: Governmental Relations Coordinator  
Type: Non-Faculty Exempt

FTE/Term: 1.0/12 months  
Annual Salary: \$37,209 B \$43,775  
Effective Date: June 27, 1999  
Department/Funding: Governmental Affairs/FY/Non-Appropriated Funds  
Duties/Responsibilities: Assist with University relationships with national and state elected officials, their staffs and with government agencies.

Title: Maintenance Craftsperson  
Type: Classified  
FTE/Term: 1.0/12 months  
Annual Salary: \$22,006.40  
Effective Date: June 27, 1999  
Department/Funding: University of Idaho at Idaho Falls/FY/Non-Appropriated Funds  
Duties/Responsibilities: Performs semi-skilled duties in buildings and grounds maintenance at UI Foundation and SBOE facilities in Idaho Falls.

Title: Office Specialist I  
Type: Classified  
FTE/Term: 1.0/12 months  
Annual Salary: \$21,902.40 (Pay Grade G)  
Effective Date: June 27, 1999  
Department/Funding: University Advancement /FY/Non-Appropriated Funds  
Duties/Responsibilities: Provides data entry services for all alumni information as part of restructuring.

## **UNIVERSITY OF IDAHO**

**June 17-18, 1999**

### **2.8 Athletics**

#### **Appointments**

Chris Jans, Assistant Men's Basketball Coach  
FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$40,414.40  
Effective Date: April 26, 1999  
Department/Funding: Athletics/FY/General Education Appropriated Funds.  
Rationale: New appointment.

### **Change in Salary, Rank, Title or Duties**

Steven Forbes, From Assistant Mens Basketball Coach to Associate Mens Basketball Coach

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$47,278.40

Current Annual Salary: \$47,278.40

Amount and Percent: + \$0.00 (+ 0%)

Effective Date: May 3, 1999

Department/Funding: Athletics/FY/General Education Appropriated Funds

Rationale: Change in title; no change in pay.

### **Terminations**

Tami Moore, Director of Athletics Academic Services

Department: Athletics

Effective Date: June 26, 1999

Action: Non-reappointment

3. **BOARD ACTION:** Non-Routine Institution/Agency Items

**It was moved by** \_\_\_\_\_ **to approve/disapprove/table the** Personnel/Student Affairs Committee Non-Routine agenda items submitted (except for those listed separately) for:

Office of the State Board of Education  
State Division of Vocational Education  
Boise State University  
Idaho State University  
Lewis-Clark State College  
University of Idaho

*Office of the State Board of Education*

**It was moved by** \_\_\_\_\_, **seconded by** \_\_\_\_\_ **and carried to** approve/disapprove/table the FY2000 Salary amount of \$\_\_\_\_\_ for Gregory Fitch, effective July 1, 1999.

*State Division of Vocational Education*

**2.9 Items not covered in other sections**

Cooperative Agreement Between Idaho Division of Professional-Technical Education and the Idaho Department of Education Bureau of Technology Services. The **Bureau** is able to provide facilities management services for the **Division** including acquiring and maintaining the equipment and software. The term of the agreement is two years, beginning July 1, 1999 through June 30, 2001. The fee for services under this agreement shall be negotiated by July 1 of each year of the contract. The fee for the period July 1, 1999 through June 30, 2000 shall be \$3,225 per month. (See SDVR Non-Routine Agenda for Agreement.)

**It was moved by** \_\_\_\_\_ **and carried to** approve/disapprove/table the Cooperative Agreement between the Idaho Division of Professional-Technical Education and the Idaho Department of Education, Bureau of Technology Services for the term July 1, 1999 through June 30, 2001.

*Boise State University*

Name and Position: Rod Jensen, Head Mens Basketball Coach

Year of Contract: First year of a 4-year contract  
Effective Date: July 1, 1999  
Current Salary: FY99 - \$72,426  
Contractual Increase: \$13,769  
Total Contractual Salary: FY00 Salary - \$86, 195  
Additional Compensation: \$27,500 for radio show, television show and public appearances.  
Rationale: Coach Jensen has been an excellent coach at Boise State. His team won the Big West Eastern Division Championship this year and all three of his seniors graduated.

The Board's legal counsel has reviewed the contract and found it in compliance with Board rules and policy. (See BSU Non-Routine Agenda for Contract)

**It was moved by \_\_\_\_\_ and carried** to approve/disapprove/table the multi-year contract for Rod Jensen, Head Mens Basketball Coach at Boise State University, effective July 1, 1999 - June 30, 2003.

*Idaho State University*

## **Item 2.8 Athletics - Multi-Year Contract**

Doug Oliver - Head Men's Basketball Coach  
FTE/Term: 1.0/12 Months  
Proposed Annual Salary: \$85,009.50  
Effective Date: May 9, 1999 - May 8, 2002  
Department/Funding: Athletics/FY/State Funds

Doug Oliver has been the Head Coach for Men's Basketball for one year and has now been offered a multi-year agreement. Mr. Oliver comes from the Stanford University basketball program where he served as the Assistant Head Coach. During this period, the Stanford University team earned an appearance in the NCAA finals. Coach Oliver has begun the process of rebuilding the ISU men's basketball team, and it is believed the continuity and stability of the program will be enhanced by entering into this multi-year agreement.

The Board's legal counsel has reviewed the contract and found it in compliance with Board rules and policy. (See ISU Non-Routine Agenda for Contract.)

**It was moved by \_\_\_\_\_ and carried** to approve/disapprove/table the multi-year athletic contract for Doug Oliver, Head Mens Basketball Coach at Idaho State University, May 9, 1999 through May 8, 2002.

*University of Idaho*



## **Item 2.8 Athletics - Extension of Multi-Year Contracts with Amendments**

### Christopher J. Tormey, Head Football Coach

Year of Contract: June 28, 1999 through June 25, 2004  
Effective Date: June 28, 1999  
Current Salary: \$89,419.20  
Contractual Increase: + \$20,009.60 (+ 22.38%)  
Total Contractual Salary: \$109,428.80  
Additional Compensation: Regents= Minutes for April 1996, p. 23  
Regents= Minutes for June 1997, p. 13  
Regents= Minutes for September 1998, p.10

Rationale: Coach Tormey continues to demonstrate outstanding leadership qualities in administering the football program. The team's success on the field has been outstanding and the team continues to be well-positioned for the future.

Coach Tormey received his first multi-year contract in 1996. That contract was amended in 1998 and the term extended until 2001. The University now proposes a second amendment which would (1) extend the term until June 25, 2004; (2) provide a Guaranteed Base Salary (GBS) for a FY2000 of \$109,424.00 and (3) provide for Coach Tormey to receive \$30,000 from the University or Radio Palouse, Inc. (KHTR). The FY00 GBS is an increase of 22.4% over FY99. Other provisions of the multi-year contract approved in September 1998 are unchanged.

**It was moved by \_\_\_\_\_ and carried** to approve/disapprove/table the proposed second amendment to the multi-year contract for Christopher J. Tormey, Head Football Coach, University of Idaho.

### C. David Farrar, Head Men's Basketball Coach

Year of Contract: Second, June 27, 1999 through March 31, 2003  
Effective Date: June 27, 1999  
Current Salary: \$90,001.60  
Contractual Increase: + \$5,004.40 (+ 5.56%)  
Total Contractual Salary: \$95,014.40  
Additional Compensation: Regents= Minutes for September 1998, p. 10

Rationale: During the past year as head coach, Coach Farrar has demonstrated significant leadership qualities in administering the men's basketball program. The team's success on the court has been commendable.

Coach Farrar received his first multi-year contract in 1998. The University now proposes an amendment which would (1) provide a FY00 Guaranteed Base Salary (GBS) of \$95,000.40 and (2) provide for Coach Farrar to receive up to \$30,000 from the University or Radio Palouse, Inc. (KHTR).

The FY00 GBS is an increase of 5.5% over FY99. Other provisions of the multi-year contract approved by the Board in September 1998 are unchanged.

**It was moved by \_\_\_\_\_ and carried** to approve/disapprove/table the proposed amendment to the multi-year contract for C. Davis Farrar, Head Mens Basketball Coach, University of Idaho.

**STATE DIVISION OF VOCATIONAL EDUCATION**

**June 17-18, 1999**

Personnel/Student Affairs Committee  
Non-Routine Agenda

**2.9 Items not covered in other sections**

COOPERATIVE AGREEMENT

BETWEEN

IDAHO DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION

BOISE, IDAHO

AND

IDAHO DEPARTMENT OF EDUCATION

BUREAU OF TECHNOLOGY SERVICES

BOISE, IDAHO

**STATE DIVISION OF VOCATIONAL EDUCATION**

**June 17-18, 1999**

**MEMORANDUM OF AGREEMENT**

**RECITALS:**

This Memorandum of Agreement is between the State Department of Education, an agency of the State of Idaho, by and through its Bureau of Technology Services (hereinafter Bureau) and the Idaho Division of Professional-Technical Education (hereinafter Division).

**Division** software to be supported by the **Bureau**:

FOXPRO & FOXPRO 2 - Database Software  
EXCEL - Spreadsheet Software  
PERFECT OFFICE SUITE -  
WORDPERFECT - Word processing Software  
QUATTRO PRO - Spreadsheet Software  
PRESENTATIONS - Graphics  
PAGEMAKER - Desktop publishing  
FRONTPAGE - Web Publishing  
PHOTOSHOP - Graphic design  
GROUPWISE - Electronic Desk Manager  
MANAGEWISE - Virus Protection & Directory Management  
WINDOWS 95 - Operating system  
NOVELL 4.1 & HIGHER - Network Operating System  
ARCSERVE - Backup Software  
FAX SERVER - Cheyenne

The **Bureau** is able to provide facilities management services for the **Division** on **Division** and **Bureau** systems. The **Bureau** has the ability to acquire and maintain the equipment and software. The **Division** requires the services of the **Bureau** in these areas.

**THEREFORE:**

The parties agree as follows:

With regards to the **Bureau** systems:

- \* The **Bureau** will not provide outside parties with information concerning the **Division**. The **Bureau** will advise outside parties to request information from the **Division**.
- \* The **Bureau** shall be responsible for all hardware and software maintenance insuring that the

**Division** receives adequate information from the computer system to allow it to effectively administer its mandated responsibilities.

- \* The **Bureau** shall make its computer system available twenty-four (24) hours a day, seven days a week, **EXCEPT** for those times that the machine has unscheduled breakdowns or is scheduled to be unavailable for routine backups, reloads and system maintenance.

- \* The **Bureau** shall be in control of all computer operation, production setup, programming

**STATE DIVISION OF VOCATIONAL EDUCATION**

**June 17-18, 1999**

and analysis, as it relates to systems they have developed on the computer systems, including, but not limited to; processing and printing of edits, reports, setups of paper, tapes, etc.

- \* The **Bureau** shall be in control of all system software. If changes are planned that will impact the **Division**, the **Bureau** shall be responsible to give the **Division** sufficient notice.

With regards to **Division** systems:

- \* The **Division** shall be in control of all computer operation, programming, analysis and systems software and hardware.
- \* The **Bureau** shall provide software and hardware maintenance.
- \* The **Bureau** shall purchase software needed by the **Division**. The purchase price will be in addition to the monthly fee specified in this agreement unless the Division and the Bureau agree otherwise.
- \* The **Bureau** shall purchase hardware needed by the **Division**. The purchase price will be in addition to the monthly fee specified unless the Division and the Bureau agree otherwise.
- \* The **Bureau** shall provide necessary programming services. **Division** and **Bureau** will agree upon a budget for programming services to be provided by the **Bureau**.

Programming costs above that agreed upon in the budget will be approved by the **Bureau** in advance or will be paid by the **Division** in addition to the contracted amount.

- \* The **Bureau** shall supply assistance in transferring data from **Bureau** systems to **Division** systems where necessary for efficient operation of the **Division** systems.
- \* The **Bureau** shall supply on-site technical assistance for both software and hardware problems. This assistance shall be available during regular working hours as requested by designated members of the **Division** staff. Normally this assistance shall be provided on an as needed basis, although reasonable (1 day) notice may be required.
- \* The **Bureau** shall provide software and hardware assistance related to the Local Area Network installed by the **Division** (Novell software on Ethernet topology).
- \* Any additional software purchased through the **Bureau** will also be supported by the **Bureau** unless expressly excluded.

With regards to both systems:

- \* The **Division** shall pay all fees required under this Memorandum of Agreement.
- \* The **Division** shall be responsible for all data entry.

\* The **Division** and the **Bureau** shall appoint contact people whose responsibility shall be to resolve any conflicts between the parties.

The term of this Memorandum of Agreement shall be for two (2) years, beginning July 1, 1999 through June 30, 2001. Either party may terminate the agreement after giving written notice six (6) months prior to the end of the fiscal year.

**STATE DIVISION OF VOCATIONAL EDUCATION**

**June 17-18, 1999**

**FEE FOR SERVICES**

The fee for services under this Memorandum of Agreement shall be an amount payable monthly. This amount shall be negotiated by July 1 for each year of the contract. The fee for services for the period, July 1, 1999 through June 30, 2000 shall be \$ 3,225.00 per month.

All notices or official communications which may be required under this agreement shall be given as follows:

**A. Notice to the Bureau:**

Mark Kuskie, Supervisor  
Bureau of Technology Services  
State Department of Education  
Len B. Jordan Building  
Boise, ID 83720

**B. Notice to Division:**

Cliff Green  
Workforce Training Coordinator  
Idaho Division of Professional-Technical Education  
Len B. Jordan Building  
Boise, ID 83720

Each party to this agreement shall be liable for the negligent acts of its agents and employees. At no time shall either party be liable to the other for consequential damages.

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MICHAEL RUSH  
Administrator of Professional-Technical  
Education

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MARILYN HOWARD  
State Superintendent of  
Public Instruction

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Date

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Date

**STATE DIVISION OF VOCATIONAL EDUCATION****June 17-18, 1999**

Budget for Cooperative Agreement  
For Computer Services  
Division of Professional-Technical Education and Idaho Department of Education

**A. Direct support**

- |    |  |           |
|----|--|-----------|
| 1. | 10 hours per week @ \$25.00/hour                                 | 13,000.00 |
| 2. | Maintenance of Bureau systems and software used by the Division. | 2500.00   |
| 3. | Maintenance of Novell software products used by the Division     | 2100.00   |

**B. Equipment Maintenance**

- |    |                    |         |
|----|--------------------|---------|
| 1. | HP Equipment       | 2500.00 |
| 2. | Router Maintenance | 600.00  |

<b>C.</b>	<b>Contracted Programming</b>	<b>18,000.00</b>
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<b>Total</b>	<b>38,700.00</b>
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Please initial and date this copy of the agreed upon budget.

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Cliff Green

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Date

---

Mark Kuskie

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Date

Note: Adjustments may need to be negotiated in the specific dollar distribution depending on actual costs.



**PERSONNEL/STUDENT AFFAIRS COMMITTEE  
NON-ROUTINE AGENDA**

**2.2 Reappointments**

**2.21 Administrative**

Taylor J. Clark - Director of Operations

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$48,485

Current Annual Salary: 38,480

Amount & Percent: \$10,005/26.0%

Effective Date: July 1, 1999

Department/Funds: Morrison Center/Local Funds

Justification: Salary recommended by the Morrison Center Board of Governors

David C. Jensen - Audio/Electronics Engineer

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$48,485

Current Annual Salary: \$33,654

Amount & Percent: \$8,008/23.8%

Effective Date: July 1, 1999

Department/Funds: Morrison Center/Local Funds

Justification: Salary recommended by the Morrison Center Board of Governors

Linda Schueck, Research Assistant

FTE/Term: .0/5 month

Proposed Annual Salary: \$47,800

Current Annual Salary: \$37,554

Amount & Percent: +\$10,246/27.4%

Effective Date: May 3, 1999

Department/Funds: Raptor Research Center/5 month, Grant Funds

Justification: Assumed responsibilities as Principal Investigator on new contracts to BSU.

**2.3 Changes in Salary, Rank, Title or Status****2.21 Administrative**

Susan Powell, Idaho Technology Competency Test Specialist

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$31,013

Current Annual Salary: \$19,008

Amount & Percent: +\$12,005/+63.2%

Effective Date: March 29, 1999

Department/Funds: Technology Programs, College of Education/Fiscal, Local Funds

Justification: Promotion from classified position within the College of Health Sciences to a professional staff IT position within the College of Education.

**2.8 Athletics**

Name and Position: Rod Jensen, Head Mens Basketball Coach

Year of Contract: First year of a 4-year contract

Effective Date: July 1, 1999

Current Salary: FY99 - \$72,426

Contractual Increase: \$13,769

Total Contractual Salary: FY00 Salary - \$86, 195

Additional Compensation: \$27,500 for radio show, television show and public appearances.

Rationale: Coach Jensen has been an excellent coach at Boise State. His team won the Big West Eastern Division Championship this year and all three of his seniors graduated. (See following pages for contract.)

**EMPLOYMENT AGREEMENT**

This Employment Agreement is made this 25th day of May, 1999, between **BOISE STATE UNIVERSITY** (the "UNIVERSITY") and **RODNEY JENSEN** (the "EMPLOYEE") and it cancels and replaces any and all prior employment agreements between these two parties.

The UNIVERSITY and the EMPLOYEE have entered into this Agreement because the UNIVERSITY desires to hire the EMPLOYEE as a coach for a term as stated in the Addendum to this Agreement with the assurance that the EMPLOYEE will serve the entire term of this Agreement, a multi-year commitment by the EMPLOYEE being critical to the UNIVERSITY'S desire to run a stable athletics program. The UNIVERSITY and the EMPLOYEE agree that coaches of intercollegiate athletic teams at the UNIVERSITY conduct their professional activities under circumstances unique in the family of UNIVERSITY employees, including evaluation and scrutiny of team performances by the public and the media and control by external rules and regulations. These circumstances justify job security and commitment by the EMPLOYEE longer than one year but for a period of time less than a continuous appointment.

**ARTICLE 1**

**1.01. EMPLOYMENT AS EMPLOYEE OF UNIVERSITY.** The EMPLOYEE is hereby employed by the UNIVERSITY. Throughout the term of this Employment Agreement, the EMPLOYEE shall use EMPLOYEE'S best full-time energies and abilities for the exclusive benefit of the UNIVERSITY. The EMPLOYEE shall serve in the position indicated in the Addendum, the specific terms of which are incorporated herein by reference.

**1.02. DESCRIPTION OF EMPLOYEE-S RESPONSIBILITIES.**

- a. Recognition of Duties.** The EMPLOYEE agrees to devote the EMPLOYEE'S best efforts full time to the performance of assigned duties, to give proper time and attention to the fulfillment of all responsibilities to the UNIVERSITY and to comply with all rules, regulations, policies, and decisions established or issued by the UNIVERSITY. The EMPLOYEE also agrees that notwithstanding the provisions of Section 3.01., during the term of this Agreement EMPLOYEE will not engage, directly or indirectly, in any business which would detract from the ability to apply EMPLOYEE'S best efforts to the performance of those duties which are expressly or impliedly a part of this Agreement. The EMPLOYEE also agrees not to usurp any opportunities of the UNIVERSITY.
- b. General Duties and Responsibilities of EMPLOYEE.** The EMPLOYEE agrees to undertake and to perform properly, efficiently, to the best of

EMPLOYEE's ability and consistent with the UNIVERSITY policies all duties and responsibilities attendant to the

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position. The EMPLOYEE further agrees to abide by and comply with the constitution, bylaws, rules and regulations, and interpretations thereof of the NCAA, the applicable conference and UNIVERSITY rules and regulations relating to the conduct and administration of the program with which EMPLOYEE will be involved, including recruiting rules, as now constituted or as any of the same may be amended during the term hereof. In the event that the EMPLOYEE becomes aware, or has reasonable cause to believe, that violations of such constitution, bylaws, interpretations, rules or regulations may have taken place, the Athletic Director will be promptly advised. The EMPLOYEE agrees to recognize, to respect and to follow the academic standards and requirements of the UNIVERSITY in regard to the recruiting and eligibility of prospective and current student-athletes.

For the purposes of this Employment Agreement, the terms UNIVERSITY policies, UNIVERSITY rules and regulations, and similar terms shall include, but are not limited to, the rules and policies of the State Board of Education, Boise State University, and the Boise State University Athletic Department.

**1.03. EMPLOYEE MAY BE DISCIPLINED FOR VIOLATIONS OF NCAA RULES AND REGULATIONS.** If the EMPLOYEE is found to be in violation of NCAA rules and regulations, whether while employed by the UNIVERSITY or during prior employment at another NCAA member institution, the EMPLOYEE shall be subject to disciplinary or corrective action by the UNIVERSITY as set forth in the NCAA enforcement procedure. The EMPLOYEE may be suspended for a period of time without pay, disciplined, or terminated as provided in Section 4.01. hereof if the EMPLOYEE is found to have been involved in serious or intentional violations of NCAA, applicable conference or UNIVERSITY policies.

**1.04. REPORTING RELATIONSHIP.** The EMPLOYEE shall report to the Athletic Director. The EMPLOYEE's job duties and responsibilities shall be reviewed, revised and assigned from time to time by the Athletic Director. The job duties and responsibilities assigned to the EMPLOYEE are those set forth in Section 1.02. hereof and in the Addendum. The EMPLOYEE is expected to work closely with a variety of Athletic Department and UNIVERSITY staff on all matters affecting the program or otherwise connected with the discharge of employment duties.

**1.05. EMPLOYEE NOT ENTITLED TO TENURE.** The parties hereby

confirm their understanding that the EMPLOYEE's employment under this Agreement in the position more particularly described in the Addendum or any other position to which the EMPLOYEE may be assigned in accordance with the terms of this Agreement is not a tenure-track position and will not lead to tenure.

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- 1.06. UNIVERSITY'S EDUCATIVE PURPOSE IS PRIMARY.** The parties agree that, although this Employment Agreement is sports-related, the primary purpose of the UNIVERSITY and, accordingly, of all its legal arrangements, including this Employment Agreement, is educative.

## **ARTICLE II - COMPENSATION**

In consideration for the promises EMPLOYEE has made in entering into this Employment Agreement, the EMPLOYEE shall be entitled to the following forms of compensation: guaranteed base salary payments; the possibility of merit increases in base salary; fringe benefits; opportunities to earn outside income; and opportunities to earn supplemental compensation as a form of incentive bonus. Each of these items is described below. All payments from the UNIVERSITY are subject to normal deductions and withholding for State, local and federal taxes and for any retirement or other benefits to which the EMPLOYEE is entitled or in which EMPLOYEE participates, and are subject to the terms and conditions of Article IV hereof concerning termination of this Agreement and Article III hereof concerning restrictions on outside income.

- 2.01. GUARANTEED BASE SALARY.** The guaranteed base salary paid by the UNIVERSITY to the EMPLOYEE for services and satisfactory performance of the terms and conditions of this Employment Agreement shall be at the rate described in the Addendum, payable in bi-weekly installments by the UNIVERSITY to the EMPLOYEE on the regular payday(s) of the UNIVERSITY in each calendar month during the term of this Agreement.

- 2.02. MERIT INCREASES BASED ON PERIODIC EVALUATIONS.** During the term of this Employment Agreement, the EMPLOYEE shall be eligible for merit raises (above the guaranteed base salary amount set forth in Section 2.01. hereof) on the following terms and conditions.

- a. Periodic Personnel Evaluations. The EMPLOYEE's performance of job duties and responsibilities will be evaluated by the Athletic Director periodically on the same basis as performance evaluations are done for other non-classified employees within the UNIVERSITY. These evaluations also will take into account prior evaluations and the expectations and goals set forth for the EMPLOYEE in such prior evaluations.

- b. Eligibility for Merit Raise. The EMPLOYEE shall be eligible to be paid at a merit raise level (above the guaranteed base salary amount set forth in Section 2.01. hereof) if justified by the periodic evaluations of her reporting superior. The amount of any merit increase monies available to the UNIVERSITY which are to be awarded to the

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EMPLOYEE as a merit raise shall be determined by using the same process for evaluating and rewarding meritorious performance as is used for other non-classified employees. In determining eligibility for or the amounts of any such merit raise, any supplemental compensation paid to the EMPLOYEE under Article III, Section, 2.01. or Article II, Section 2.04. hereof shall not be considered.

- 2.03. FRINGE BENEFITS.** During the term of this Employment Agreement, the UNIVERSITY will provide the EMPLOYEE with the fringe benefits described in this Section and no others.

- a. **Standard University Fringe Benefits.** The EMPLOYEE shall be entitled to the standard UNIVERSITY fringe benefits, including (among other things) social security, group life insurance, disability insurance, vacation with pay, sick leave, family medical coverage and portable retirement (i.e., TIAA/CREF or Valic) contributions. If any benefit is based in whole or in part upon salary paid to the EMPLOYEE, such consideration shall be made without including any outside income or supplemental compensation paid in accordance with the provisions set forth in Article II, Section 2.04. and Article III, Section 3.01. hereof, except as required by law.

- b. **Club Membership.** The UNIVERSITY shall not be responsible for or pay any membership dues at any social, golf, tennis, athletic or country club unless so specified in the Addendum.

- c. **Season Tickets.** The UNIVERSITY may, in its sole discretion, but shall not be obligated to, provide the EMPLOYEE with tickets to UNIVERSITY's teams' games, including post-season games or tournaments.

- 2.04. SUPPLEMENTAL SALARY IF TEAM PARTICIPATES IN POST-SEASON PLAY.** During his employment as Coach, the EMPLOYEE shall have the opportunity to receive the supplemental salary described in the Addendum in consideration of EMPLOYEE's efforts in contributing to the exceptional performance of those athletic teams to which EMPLOYEE will be assigned and which relate to post-season tournament competition as described in the Addendum. As used herein, conference playoff games are not post-season tournament competition.

## ARTICLE III - OUTSIDE INCOME

### 3.01. **CONTRACTS AND OUTSIDE INCOME RELATED TO COACHING DUTIES.**

While the EMPLOYEE is representing the UNIVERSITY as a Coach of an intercollegiate team, EMPLOYEE may have the opportunity to earn supplemental income through participation in activities related to EMPLOYEE's primary duties. However, such

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related activities shall not interfere with the full and complete performance by the EMPLOYEE of assigned duties and obligations as a UNIVERSITY employee, recognizing always that the EMPLOYEE's primary obligations lie with the UNIVERSITY. Further, in no event shall the EMPLOYEE accept or receive directly or indirectly any monies, benefits, or any other gratuity whatsoever from any person, corporation, university booster club, or alumni association or other benefactor, if such action would violate the constitution, bylaws, rules and regulations or interpretations thereof of the NCAA, the appropriate conference, or the UNIVERSITY policies as now or hereafter enacted.

**a. Media, Shoe, Apparel and Equipment Contracts.** Agreements requiring the EMPLOYEE to participate in media productions related to duties as an EMPLOYEE of Boise State University and agreements with shoe, apparel, or equipment manufacturers or sellers which provide that the UNIVERSITY's athletes shall wear or utilize the manufacturer's or seller's shoes, apparel, or equipment during competition or that the EMPLOYEE shall wear, promote, endorse, or consult on the design and/or marketing of such items are the property of the UNIVERSITY and the UNIVERSITY shall have the exclusive right to negotiate and contract with the producers, manufacturers, or sellers, as the case may be, and all payments made pursuant to such agreements will be made directly to the UNIVERSITY. The UNIVERSITY may provide reasonable supplemental compensation to the EMPLOYEE in connection with the EMPLOYEE's service under such agreements. This paragraph does not apply to routine news media interviews or speeches, appearances, etc., for which no compensation is provided to EMPLOYEE or to EMPLOYEE's assignee.

**b. On-Campus Summer Youth Camps.** EMPLOYEE may operate a summer youth camp at the UNIVERSITY under the following conditions: 1. The summer youth camp operation reflects positively on the UNIVERSITY and UNIVERSITY Athletics Department; 2. The summer youth camp is operated by the EMPLOYEE directly or through a private enterprise owned and managed by the EMPLOYEE. The EMPLOYEE shall not use UNIVERSITY personnel, equipment, or facilities, such as secretaries, receptionists, telephones, or fax machines, without the prior written approval of the Athletic Director; 3. Assistant coaches at the UNIVERSITY are given priority when the EMPLOYEE or the private enterprise selects coaches to participate; 4. All NCAA, Conference, and UNIVERSITY rules and regulations related to the operation of summer youth camps are followed and complied with; 5. EMPLOYEE or the private enterprise enters into a contract with UNIVERSITY and

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Fine Host Corporation for all campus goods and services required by the camp. The rates charged by UNIVERSITY and Fine Host Corporation will reflect rates negotiated between the UNIVERSITY and the Athletic Director and will apply to all summer youth camps. The EMPLOYEE or the private enterprise cannot negotiate different rates for use of services, and must use UNIVERSITY and Fine Host Corporation for all campus goods and services; 6.

The EMPLOYEE or the private enterprise pays for use of UNIVERSITY facilities used including Bronco Stadium. The rates charged by the UNIVERSITY will reflect rates negotiated between the UNIVERSITY and the Athletic Director and will apply to all summer youth camps. 7. Within 30 (thirty) days of the last day of the summer youth camp(s), EMPLOYEE will submit to UNIVERSITY Athletic Director a preliminary ACamp Summary Sheet@ containing financial and other information related to the operation of the camp. Within 90 days EMPLOYEE will submit to UNIVERSITY Athletic Director a final accounting and ACamp Summary Sheet.@ A copy of the ACamp Summary Sheet@ is attached as exhibit A; 8. The EMPLOYEE or the private enterprise shall provide proof of liability insurance as follows:

! Liability coverage: Spectator and staff, \$1,000,000.00

! Catastrophic coverage: Camper and staff, \$1,000,000.00 maximum coverage, with \$100 deductible

9. All employees of the summer youth camps will be employees of the EMPLOYEE or the private enterprise and not employees of the UNIVERSITY while engaged in camp activities. If EMPLOYEE receives pay from the camp, he must take annual leave or leave without pay during the days the camp is in operation. The EMPLOYEE or the private enterprise agrees to provide workers compensation insurance, and operate in compliance with all federal and state wage and hour laws; 10. The private enterprise and EMPLOYEE will hold UNIVERSITY harmless and indemnify UNIVERSITY from all liabilities relating to the operation of the summer youth camps except for negligence of the UNIVERSITY.

11. As an alternative, EMPLOYEE may be assigned additional duties to operate clinics and/or summer camps. The EMPLOYEE will have the opportunity to lease UNIVERSITY facilities in connection with a summer sports camp. EMPLOYEE is responsible for scheduling all facilities and for the general management of the camp. The summer camp will be operated as a UNIVERSITY-sponsored activity, in which case the UNIVERSITY shall pay the EMPLOYEE a reasonable supplemental income, based in part upon the revenue and expenses of the summer camp.

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12. In the event of termination of this Agreement by either party, or by expiration, the UNIVERSITY shall be under no obligation to permit a summer youth camp to be held by the EMPLOYEE, after the effective date of such termination or expiration, (whether or not one has been planned), and the UNIVERSITY shall be released from all obligations relating thereto upon such termination or expiration

c. Disclosure of Outside Income. The EMPLOYEE shall receive prior written approval from the President of the UNIVERSITY through the Athletic Director of all income received from sources



outside the UNIVERSITY as required by the constitution, bylaws, rules and regulations, or interpretations thereof, of the NCAA, the appropriate Conference, and the State Board of Education.

#### **ARTICLE IV - TERMINATION**

**4.01. TERMINATION BY UNIVERSITY.** The EMPLOYEE recognizes that EMPLOYEE's promise to remain as a UNIVERSITY employee through the entire term of this Agreement is a material provision of the Agreement. It is also recognized, however, that certain limited circumstances may make it appropriate for the UNIVERSITY to terminate this Agreement prior to the completion of its entire term.

**a. Automatic Termination Upon Death or Disability of EMPLOYEE.** This Employment Agreement shall terminate automatically if the EMPLOYEE dies, or if the EMPLOYEE becomes permanently disabled to the extent that the EMPLOYEE can no longer perform the essential job functions with or without reasonable accommodation.

If this Agreement is terminated pursuant to this section because of the EMPLOYEE's death, the EMPLOYEE's salary and all other benefits shall terminate as of the last day worked, except that the EMPLOYEE's personal representative or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in the benefit plan now in force or hereafter adopted by the UNIVERSITY and due to the EMPLOYEE's estate or beneficiaries thereunder.

If this Agreement is terminated pursuant to this section because the EMPLOYEE becomes permanently disabled, all salary and other benefits shall terminate, except that the EMPLOYEE shall be entitled to receive any disability benefits to which he/she is entitled under any disability program in which EMPLOYEE is enrolled.

**b. Termination by University for Just Cause.** The UNIVERSITY shall have the right to terminate this Employment Agreement for just cause prior to its normal expiration.

The term "just cause" shall include, in addition to and as examples of its normally understood  
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meaning in employment contracts, any of the following:

- (1) deliberate and/or serious violations of the duties outlined in this Agreement, or refusal or unwillingness to perform such duties in good faith and to the best of the EMPLOYEE's abilities;
- (2) violations by the EMPLOYEE of any of the other terms and conditions of this Agreement not remedied after five (5) days' written notice thereof to the EMPLOYEE;

(3) situations in which the UNIVERSITY determines that the best interests of the UNIVERSITY require that the EMPLOYEE no longer retain the position;

(4) any conduct of the EMPLOYEE in violation of any criminal statute which may, in the sole judgment of the UNIVERSITY, reflect adversely upon the UNIVERSITY or its athletic program;

(5) a serious or intentional violation of any law, rule, regulation, constitutional provision, bylaw, policy or interpretation of the UNIVERSITY, the appropriate conference or the NCAA, which violation may, in the sole judgment of the UNIVERSITY, reflect adversely upon the UNIVERSITY or its athletic program, including any serious violation which may result in the UNIVERSITY being placed on probation by the appropriate conference or the NCAA, and including any violation which may have occurred during prior employment of the EMPLOYEE at another NCAA member institution;

(6) conduct of the EMPLOYEE seriously prejudicial to the best interests of the UNIVERSITY or its athletic program or which violates the UNIVERSITY's educative mission;

**c. University's Obligations Upon Termination for Just Cause.** In the event this Employment Agreement is terminated for just cause, all obligations of the UNIVERSITY to make further payments and/or to provide any other consideration hereunder shall cease as of the end of the day on which such termination occurs. In no case shall the UNIVERSITY be liable to the EMPLOYEE for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, summer camps, clinics, media appearances, apparel or shoe contracts, consulting relationships or from any other sources.

**d. Termination by University Without Just Cause.** The UNIVERSITY shall have the right to terminate this Employment Agreement prior to its normal expiration without just cause. Termination by the UNIVERSITY without just cause shall be effectuated by delivering to the EMPLOYEE written notice of the UNIVERSITY's decision to terminate

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this Agreement without just cause, which notice shall be effective upon the date set forth for termination in such notice. If the UNIVERSITY exercises its right under this Section to terminate this Agreement without cause, the EMPLOYEE shall be entitled to damages only as provided for in Section 4.01.e. below, and the provisions in Article IV hereof concerning restrictions on the EMPLOYEE's ability to accept competitive employment shall have no further effect.

**e. Liquidated Damages Upon Termination by University Without Cause.** If the UNIVERSITY terminates this Agreement without cause prior to its expiration in accordance with the provisions of Section 4.01.d., the UNIVERSITY shall pay to the EMPLOYEE, as

liquidated damages, the sum provided in the addendum or, at the

EMPLOYEE's option, an amount equal to the sums which would be due to EMPLOYEE under this Agreement if the Agreement had run full term less that amount earned by the EMPLOYEE during the remaining contract term subsequent to EMPLOYEE's termination. It is understood that EMPLOYEE must make a documented, good faith effort in order to find alternative employment and to mitigate damages if the latter option is chosen by EMPLOYEE. A unilateral resignation by EMPLOYEE voids all of EMPLOYEE's post-contract rights and entitles EMPLOYEE to no damages or further payments of any kind.

4.02. **TERMINATION BY EMPLOYEE.** The EMPLOYEE recognizes that the promise to work for the UNIVERSITY is of the essence of this Agreement to the UNIVERSITY. The EMPLOYEE also recognizes that the UNIVERSITY is making a valuable investment in EMPLOYEE's continued employment by entering into this Employment Agreement and that its investment would be lost were EMPLOYEE to resign or otherwise terminate employment with the UNIVERSITY prior to the expiration of the term of this Agreement. While recognizing these recitations and the purpose of this entire Agreement, the parties agree that the EMPLOYEE may, nevertheless, terminate this Agreement prior to its expiration, but only upon the following terms and conditions.

a. **Written Thirty (30) Day Notice by EMPLOYEE.** The EMPLOYEE may terminate this Employment Agreement during its term by giving the UNIVERSITY as much notice as possible but no less than thirty (30) day's advance written notice. While the EMPLOYEE is assigned the position, such termination by the EMPLOYEE must occur at a time outside the relevant playing season and recruiting season as defined by the NCAA, with the exception of the ten (10) days immediately following the last regularly-scheduled contest, so as to minimize the impact of such termination upon the UNIVERSITY's program. This Employment Agreement and, particularly, Section 4.02.b. below concerning liquidated damages and Section 4.02.c. concerning restrictions on competitive employment, shall continue in full force and effect for all purposes, notwithstanding the termination of the EMPLOYEE's employment pursuant to this Section. The UNIVERSITY may enforce either the liquidated damages clause or the restriction on competition clause but not both.

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b. **Liquidated Damages Upon Termination by EMPLOYEE.** If the EMPLOYEE terminates this Agreement prior to its expiration, the UNIVERSITY in its sole discretion may require the EMPLOYEE to pay the UNIVERSITY as liquidated damages the sum provided in the Addendum.

Such liquidated damages shall be due and payable within ten (10) days after the effective date of termination of this Agreement by EMPLOYEE. Failure to timely pay said liquidated damages shall constitute a breach of this Agreement and said sum shall be actionable, together with reasonable attorney fees and the costs of suit. The EMPLOYEE will be entitled to continue group life insurance at EMPLOYEE's expense for up to three (3) months from the effective date of termination, but EMPLOYEE will not be entitled to any other employee benefits except as otherwise provided

herein or required by law. In no case shall the UNIVERSITY be liable for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, summer camps, clinics, media appearances, apparel or shoe contracts, consulting relationships or from any other sources where those losses are a result of the EMPLOYEE's termination of this Agreement. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the UNIVERSITY will incur administrative, recruiting and resettlement costs in obtaining a replacement for the EMPLOYEE in addition to potentially increased compensation costs and loss of ticket revenues if the EMPLOYEE terminates this Agreement while serving as Coach, which damages are extremely difficult to determine with certainty or adequately. The parties further agree that the payment of such liquidated damages by the EMPLOYEE and acceptance thereof by the UNIVERSITY shall constitute adequate and reasonable compensation to the UNIVERSITY for the damages and injury suffered by it because of such termination by the EMPLOYEE. The foregoing shall not be, nor be construed to be, a penalty. The provisions of this Section shall be without prejudice to any additional rights the UNIVERSITY may have under applicable law.

c. EMPLOYEE Cannot Seek or Accept Another Coaching Position Without Release from UNIVERSITY. The parties hereby agree that the EMPLOYEE has special exceptional and unique knowledge, skill and ability as a coach which, in addition to the continuing acquisition of coaching experience while at the UNIVERSITY, as well as the UNIVERSITY's special need for continuity in its program, render the EMPLOYEE's services unique. The EMPLOYEE recognizes that the loss of EMPLOYEE's services to the UNIVERSITY, without UNIVERSITY approval and release, prior to the expiration of the term of this Agreement, would cause a serious loss to the UNIVERSITY which cannot be estimated with certainty, or fairly or adequately compensated by money damages.

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The parties agree that should another coaching opportunity be presented to the EMPLOYEE or should the EMPLOYEE be interested in another position as a coach at any institution of higher education which is a member of the NCAA or the NAIA, or any team participating in any professional league or conference in the United States or elsewhere requiring the performance of duties prior to the expiration date of the term of this Agreement or any extension thereof, the EMPLOYEE must notify and receive the written permission of the UNIVERSITY's Director of Athletics before any discussions can be held by the EMPLOYEE with the prospective employer, which written permission shall not be unreasonably withheld.

The EMPLOYEE further agrees, and hereby specifically promises, not to negotiate for or accept employment, under any circumstances, as a coach at any institution of higher education which is a

member of the NCAA or NAIA, or any team participating in any professional league or conference in the United States or elsewhere requiring performance of duties prior to the expiration date of the term of this Agreement without first obtaining a

release from the University's President as a part of a negotiated settlement. It is agreed that a release as a part of a negotiated settlement shall be entered into by the parties pursuant to that portion of Section 4.02. of this Agreement pertaining to the EMPLOYEE's right to terminate this Agreement, and the UNIVERSITY will not unreasonably withhold its approval or execution of a release or unreasonably refuse to negotiate a settlement upon the EMPLOYEE's payment to UNIVERSITY of the sum required as liquidated damages under said Section 4.02.

All releases and settlements are subject to the final approval of the State Board of Education.

## **ARTICLE V - MISCELLANEOUS**

**5.01. COMPENSATION CONDITIONAL.** The payment of all forms of compensation set forth in this Agreement is subject to the approval of the annual operating budget by the UNIVERSITY's governing body and the sufficiency of appropriations or the availability of sufficient funds within the Athletic Department's budget to pay such compensation. The UNIVERSITY's and the Board of Education's rules and policies regarding Financial Exigency and Program Discontinuance shall apply.

**5.02. CHOICE OF LAW.** It is the intent of the parties hereto that this Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, and the laws of the State of Idaho shall govern the validity, performance and enforcement of this Agreement.

**5.03. MERGER CLAUSE.** This Agreement constitutes the full and complete understanding and agreement of the parties with respect to the employment of the EMPLOYEE by the UNIVERSITY and supersedes all prior understandings and agreements, oral or written, regarding the EMPLOYEE's employment by the UNIVERSITY; provided, however, that this Agreement is acknowledged to be  
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subject to all UNIVERSITY and State Board of Education policies and regulations.

This Agreement may be amended at any time only by a written instrument duly approved by the UNIVERSITY through its designated representative and accepted by the EMPLOYEE, such approval and acceptance to be acknowledged in writing, except that the foregoing shall not apply to increases in compensation and/or enhancements of fringe benefits which may be accomplished at any time in accordance with the terms and conditions of Article II hereof without the necessity for written modification or amendment to this Agreement.

**5.05. SEVERABILITY.** If any provision or provisions hereof, including, but not limited to, Article IV relating to restrictions on the EMPLOYEE's ability to accept competitive employment, shall be

deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions or to alter the bounds thereof in order to render it valid and enforceable to the fullest extent permissible under applicable law, but that the unenforceability (or modification to conform to such law) of said Article IV shall not render unenforceable or impair the remainder of this Agreement.

**5.06. NO WAIVER OF DEFAULT.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

**5.07. ACKNOWLEDGMENT.** The EMPLOYEE acknowledges that he/she has read and understands the foregoing provisions of this Agreement and that such provisions are reasonable and enforceable and EMPLOYEE agrees to abide by this Agreement and the terms and conditions set forth herein.

**5.08. CONFIDENTIALITY.** The EMPLOYEE hereby consents and agrees that this document and any Addendum may be released and made available to the public after it is signed by the EMPLOYEE.

**IN WITNESS WHEREOF,** the parties hereto have executed this Employment Agreement or caused this Agreement to be executed by its provisions, the EMPLOYEE acknowledging that the EMPLOYEE has reviewed this Employment Agreement with EMPLOYEE's attorney.

EMPLOYEE	BOISE STATE UNIVERSITY
_____	By: _____
Rodney Jensen	Charles P. Ruch
Head Mens Basketball Coach	President

Date: \_\_\_\_\_ Date: \_\_\_\_\_

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### **ADDENDUM TO EMPLOYMENT AGREEMENT**

1. This is an Addendum to the employment agreement (Agreement) between BOISE STATE UNIVERSITY (BSU) and Rodney Jensen (EMPLOYEE) and dated the 25th day of May, 1999.
2. The EMPLOYEE is being hired for the position of Head Mens Basketball Coach.
3. Accordingly, the following terms as used in the Agreement will be defined as indicated:
  - a. APosition@ will mean the position described in paragraph 2, above.
4. ARelevant season@ will mean the mens basketball season and a reasonable time prior to and after that season.

- c. AProgram@shall mean the men=s basketball program.
- d. AApplicable conference@shall mean Big West.
- e. ANCAA@means the National Collegiate Athletic Association.
- f. AAthletic Director@means the BSU Director of Athletics or his designee.
- g. ACoaching@means to direct and supervise the athletes participating in the program.
- h. ABAA@means the Bronco Athletic Association.
- 1. APost-season@ means participation in tournaments which take place after relevant conference playoffs, if any.
- 10. ASummer camp@ means short-term program of instruction which offers to its participants information and coaching designed to improve the skills utilized in any field of athletic competition.

4. The term of the Agreement shall commence on the 1st day of July, 1999, and shall continue until the Agreement terminates on the 30th day of June, 2003; provided, however, that this provision is subject to the terms and conditions of Article IV of the Agreement concerning restrictions on completion. Neither party shall have the right to terminate the Agreement prior to its date of expiration except as provided therein.

5. Specific duties of EMPLOYEE. The EMPLOYEE is expected to devote full time to coaching and recruitment involving the men=s basketball team as the Head Coach.

EMPLOYEE will attend all staff meetings, public relation functions, dinners, awards banquets and make appearances as directed by the Director of Athletics unless excused by the Director of Athletics. The Athletic Director shall not unreasonably withhold approval for non-attendance. Such functions shall include, but are not limited to the following:

- < The annual BAA Bar-B-Que
- < The weekly BAA noon luncheons during the relevant season
- < The annual BAA Endowment Dinner

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- < The BSU Athletic Hall of Fame Dinner
- < The BAA Bronze Bronco Award Banquet
- < The BAA/Alumni Auction Dinner
- < All Athletic Department staff meetings called by the Director of Athletics
- < Athletic Department Graduation Reception
- < Lyle Smith Golf Tournaments

6. If the position covered by the Agreement is that of head coach of the program, the employee agrees to supervise any staff serving under EMPLOYEE and to insure, to the maximum extent possible, that all staff persons follow all applicable University policies, NCAA, or applicable conference rules and regulations at all times.

7. Compensation: EMPLOYEE will be compensated for services under the Agreement more specifically as follows:

- a. Base 1999-00 salary of \$86,195. Base salary to be negotiated annually thereafter.
- b. Media compensation for radio and television shows and public appearances of \$27,500 in 1999-00 and will be negotiated annually thereafter.
- c. Benefits: The University will pay the Employee's annual membership dues to Spur Wing Country Club during the term of this agreement.

10. Supplemental pay relating to regular season and post-season competition as follows:
- \$1,000 for Conference Divisional Championship
  - \$4,000 for Conference Championship
  - \$1,000 for Conference Coach of the Year

In order to qualify for supplemental pay as outlined above, a minimum academic criteria will be agreed upon and added to this agreement. Any supplemental pay earned pursuant to this paragraph shall be paid on July 1<sup>st</sup> following the basketball season in which earned, only if EMPLOYEE is still employed as the Head Basketball Coach on that date.

Media, Shoe, Apparel and Equipment Contracts: Compensation to the EMPLOYEE shall be negotiated on a contract-by-contract basis.

- f. Summer Camps: Compensation will be as established by Section 3.01.b of the Agreement.
- g. Incentive pay policy will be determined by September 1, 1999 and added to this Agreement at that time.

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8. Liquidated Damages:

- a. Under paragraph 4.01.e of the Agreement, the liquidated damages shall be \$-0-.
- b. Under paragraph 4.02.b of the Agreement, the liquidated damages shall be \$50,000.

**EMPLOYEE**

**BOISE STATE UNIVERSITY**

\_\_\_\_\_  
Rod Jensen

By:

(Signature)



Head Basketball Coach

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**PERSONNEL & STUDENT AFFAIRS COMMITTEE  
NON-ROUTINE AGENDA**

**2.3 Changes in Salary, Rank, Title or Duties**

**2.31 Administrative**

Blick, Philip E. - From Athletics Fiscal Officer to Interim Assistant Vice President for Financial Services

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$65,000.00

Current Annual Salary: \$49,608.00  
Amount and Percent: +\$15,392.00 (+31.03%)  
Effective Date: June 6, 1999  
Department/Funding: Financial Services/FY/State Funds  
Rationale: Interim appointment.

Egger, Alan G. - From Professor of Mathematics to Assistant Vice President of Academic Affairs & Professor of Mathematics

FTE/Term: 1.0/from 9 months to 12 months  
Proposed Annual Salary: \$75,004.80  
Current Annual Salary: \$55,848.00  
Amount and Percent: +\$19,156.80 (+34.30%)  
Effective Date: June 27, 1999  
Department/Funding: Academic Affairs & Mathematics/Fiscal Year/State Funds  
Rationale: Increased duties with appointment as Assistant Vice President.

Gauthier, Howard - From Interim Athletic Director to Athletic Director

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$90,001.60  
Current Annual Salary: \$65,000.00  
Amount and Percent: +\$25,001.60 (+38.46%)  
Effective Date: May 1, 1999  
Department/Funding: Intercollegiate Athletics/Fiscal Year/State Funds  
Rationale: Permanent appointment.

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Prolo, Kenneth - From Director/Human Resources & Assistant Professor/Business to Interim Vice President for Financial Services, Director/Human Resources & Assistant Professor/Business

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$98,009.60  
Current Annual Salary: \$66,368.80  
Amount and Percent: +\$31,640.80 (+47.67%)  
Effective Date: June 13, 1999  
Department/Funding: Financial Services/Human Resources & Business/FY/State Funds  
Rationale: Interim appointment.

## 2.32 Academic/Instructional

Attebery, Jennifer - Associate Professor

FTE/Term: From .67 to 1.0 FTE/9 months  
Proposed Annual Salary: \$41,808.00 (1.0 FTE)  
Current Annual Salary: \$27,153.36 (.67 FTE)  
Amount and Percent: +\$14,654.64 (+53.97%)  
Effective Date: August 16, 1999  
Department/Funding: English & Philosophy/AY/State Funds  
Rationale: Increased duties.

Seikel, J. Anthony - From Associate Professor to Associate Professor & Chair

FTE/Term: 1.0/From 9 months to 12 months  
Proposed Annual Salary: \$56,971.20 (12 month)  
Current Annual Salary: \$42,500.00 (9 month)  
Amount and Percent: +\$14,471.20 (+34.05%)  
Effective Date: June 27, 1999  
Department/Funding: Speech Pathology & Audiology/FY/State Funds  
Rationale: Promotion

## 2.33 Other

Felt, Kay C. Director of Annual Giving

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$40,019.20  
Current Annual Salary: \$32,864.00  
Amount and Percent: +\$7,155.20 (+21.77%)  
Effective Date: June 27, 1999  
Department/Funding: ISU Foundation/Development/FY/State Funds  
Rationale: Performance/equity.

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Heckard, Melissa Jane - Library Services Coordinator

FTE/Term: From .50 to .75 FTE/12 months  
Proposed Annual Salary: \$22,698.00 (.75 FTE)  
Current Annual Salary: \$15,132.00 (.50 FTE)  
Amount and Percent: +\$7,566.00 (+50%)  
Effective Date: May 30, 1999  
Department/Funding: Library/FY/State Funds

Rationale: Increased duties.

Lay, Terry L. - From Associate Professor/Mathematics to Faculty Coordinator/Instructional Technology Resource Center & Associate Professor/Mathematics

FTE/Term: 1.0/From 9 months to 12 months  
Proposed Annual Salary: \$63,211.20 (12 month)  
Current Annual Salary: \$51,792.00 (9 month)  
Amount and Percent: +\$11,419.20 (+22.05%)  
Effective Date: June 27, 1999  
Department/Funding: ITRC & Mathematics/FY/State Funds  
Rationale: Increased duties.

McAleese, Willis J. - From Professor to Professor & Department Chair

FTE/Term: 1.0/From 9 months to 12 months  
Proposed Annual Salary: \$58,391.60  
Current Annual Salary: \$43,846.40  
Amount and Percent: +\$14,545.20 (+33.17%)  
Effective Date: June 27, 1999  
Department/Funding: Health & Nutrition Sciences/Fiscal Year/State Funds  
Rationale: Increased duties.

Stamm, Randy - From Software/Hardware Instructional Tech to Senior Instructional Tech

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$41,849.60  
Current Annual Salary: \$33,924.80  
Amount and Percent: +\$7,924.80 (+23.36%)  
Effective Date: May 3, 1999  
Department/Funding: Media Center/FY/State Funds  
Rationale: Promotion.

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## 2.34 Technical School

Prickett, Frank J. - From Instructor Assistant to Instructor

FTE/Term: 1.0/11 months  
Proposed Annual Salary: \$39,936.00

Current Annual Salary: \$26,000.00  
Amount and Percent: +\$13,936.00 (+53.6%)  
Effective Date: June 27, 1999  
Department/Funding: Aircraft Maintenance/FY/State Funds  
Rationale: Promotion.

## **2.8 Athletics**

### Background

Idaho State Board of Education Governing Policies and Procedures E.1.a authorizes the chief executive officer of the university to enter into a contract for the services of a coach or athletic director for a term of more than one year, specifies that such contracts shall include incentives based on the academic performance of student athletes supervised by the coach, and specifies that recommendations for contract renewal shall include a report of the coach's performance relative to academic incentives of the prior contract period.

Doug Oliver - Head Coach/Men's Basketball - Exhibit 1

Doug Oliver has been the Head Coach for Men's Basketball for one year and has now been offered a multi-year agreement (See Exhibit 1). Mr. Oliver comes from the Stanford University basketball program where he served as the Assistant Head Coach. During this period, the Stanford University team earned an appearance in the NCAA finals. Coach Oliver has begun the process of rebuilding the ISU men's basketball team, and it is believed the continuity and stability of the program will be enhanced by entering into this multi-year agreement.

By entering into the proposed agreement, the coach agrees to abide by all applicable NCAA, conference, Board and University rules related to the administration of the men's basketball program, including academic and eligibility standards. The contract requires periodic performance evaluations which will include evaluation of student athlete behavior, academic progress and success on the basketball court, and makes the coach eligible for merit pay raises contingent upon superior performance.

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### Fiscal Impact:

FTE/Term: 1.0/12 Months  
Proposed Annual Salary: \$85,009.60  
Effective Date: May 9, 1999 - May 8, 2002

## **AGREEMENT**

This Employment Agreement is effective the 9th day of May, 1999, between **IDAHO STATE UNIVERSITY** (the "**UNIVERSITY**") and **DOUG OLIVER** (the "**EMPLOYEE**"), and upon its effective date, cancels and replaces any and all prior employment agreements between these two parties, subject to final approval of the State Board of Education.

## **ARTICLE I**

**1.1. EMPLOYMENT AS EMPLOYEE OF UNIVERSITY.** The **EMPLOYEE** is hereby employed by the **UNIVERSITY** as Head Men's Basketball Coach. Except as set forth herein, throughout the term of this Employment Agreement, the **EMPLOYEE** shall use his best full-time energies and abilities for the exclusive benefit of the **UNIVERSITY**.

### **1.02. DESCRIPTION OF EMPLOYEE'S RESPONSIBILITIES.**

**a. General Duties and Responsibilities of EMPLOYEE.** During the period in which the **UNIVERSITY** employs the **EMPLOYEE** as Head Men's Basketball Coach of the **UNIVERSITY'S** intercollegiate men's basketball team, the **EMPLOYEE** agrees to undertake and perform properly, efficiently, to the best of his ability and consonant with the standards of the **UNIVERSITY** all duties and responsibilities attendant to the position of Head Basketball Coach of the **UNIVERSITY'S** Men's Basketball Team as set forth in Section 1.02.b. The **EMPLOYEE** further agrees to abide by and comply with the constitution, bylaws and interpretations of the National Collegiate Athletic Association ("NCAA") and NCAA, the Big Sky Conference and **UNIVERSITY** rules and regulations relating to the conduct and administration of the basketball program, including academic standards, eligibility requirements and recruiting rules, as now constituted or as any of the same may be amended during the term hereof, and shall use his best efforts to encourage and require that the same are also observed, followed and adhered to by the members of his staff. As a part of his duties, the **EMPLOYEE** shall teach a course in the Physical Education Department of the **UNIVERSITY** directly related to his skills, expertise, and abilities in the area of basketball, and conditioning skills and/or related areas.

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**b. Responsibilities While Employed As Coach.** In his position as Head Men's Basketball Coach of the **UNIVERSITY'S** men's basketball program, the **EMPLOYEE** is held directly accountable for the following general categories of responsibilities

relating to the basketball program: budget, recruiting, training, supervision, evaluation and performance of student-athletes and coaching staff, and the overall conduct and management of the men's basketball program.

**1.03. REPORTING RELATIONSHIP.** The **EMPLOYEE** shall report to the Athletic Director. The **EMPLOYEE'S** job duties and responsibilities shall be reviewed, revised and assigned from time to time by the Athletic Director or some other person as designated by the **UNIVERSITY**.

**1.04. ASSISTANT COACHES.** Subject to such limitations as may be imposed from time to time by the State Board of Education, Big Sky Conference, or the NCAA, the **EMPLOYEE** shall have the authority to hire and terminate assistant coaches for the basketball program subject to **UNIVERSITY** rules and regulations and to the approval of the Director of Athletics of the **UNIVERSITY**. It is understood that assistant coaches are immediately responsible to the **EMPLOYEE**, who will assign the duties of each of the assistant coaches.

It is understood that the **UNIVERSITY** reserves the right to terminate assistant coaches automatically within thirty (30) days of the time the **EMPLOYEE** ceases to serve as the **UNIVERSITY'S** Head Men's Basketball Coach or the termination of this Agreement.

**1.05. SCHEDULING.** While it is the intent of the parties to this Agreement that, during each year that the **EMPLOYEE** is the Head Men's Basketball Coach of the **UNIVERSITY'S** basketball team, the **EMPLOYEE** shall be consulted in arranging each season's basketball schedule for the **UNIVERSITY'S** basketball program and rescheduling of games involving the **UNIVERSITY'S** basketball team, the **UNIVERSITY'S** Athletic Director will have final authority and responsibility with regard to the basketball team's schedule and shall use his best efforts to ensure that the basketball team's schedule allows the basketball program to meet and maintain the **UNIVERSITY'S** objectives in all intercollegiate athletics.

**1.06. TERM OF AGREEMENT.** The **EMPLOYEE'S** employment hereunder shall commence May 9, 1999, and shall continue until this Agreement terminates on May 8, 2002, and neither party shall have any right to terminate this Agreement prior to May 8, 2002, except as herein provided.

## **ARTICLE II - COMPENSATION**

**2.01. COMPENSATION.** In consideration for the promises he has made in entering into this Employment Agreement, the **EMPLOYEE** shall be entitled to the following forms of  
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compensation: guaranteed base salary payments; the possibility of discretionary merit increases in base salary; fringe benefits; opportunities to earn outside income; and opportunities to earn supplemental compensation. Each of these items is described

below. All payments from the **UNIVERSITY** are subject to normal deductions and withholding for state, local and federal taxes and for any retirement or other benefits to which the **EMPLOYEE** is entitled or in which he participates.

**2.02. GUARANTEED BASE SALARY.** The guaranteed base salary paid by the **UNIVERSITY** to the **EMPLOYEE** for services and satisfactory performance of the terms and conditions of this Employment Agreement, including classes taught in the Physical Education Department, shall be at the rate of \$85,000.00 per year, payable in bi-weekly installments by the **UNIVERSITY** to the **EMPLOYEE** on the regular payday(s) of the **UNIVERSITY** in each calendar month during the term of this Agreement.

**2.03. MERIT INCREASES BASED ON PERIODIC EVALUATIONS.** During the term of this Employment Agreement, the **EMPLOYEE** shall be eligible for consideration for discretionary merit raises (above the guaranteed base salary amount set forth in Section 2.02. hereof) on the following terms and conditions.

**a. Periodic Personnel Evaluations.** The **EMPLOYEE'S** performance of his job duties and responsibilities, distinguished from his won-loss record, will be evaluated by his reporting superior periodically on the same basis as performance evaluations are done for other non-classified employees within the **UNIVERSITY**. These evaluations also will take into account prior evaluations and the expectations and goals set forth for the **EMPLOYEE** in such prior evaluations. It is understood that **EMPLOYEE'S** evaluation will encompass student athlete behavior, academic progress and success on the basketball court.

**b. Eligibility for Merit Raise.** The **EMPLOYEE** shall be eligible to be paid at a discretionary merit raise level (above the guaranteed base salary amount set forth in Section 2.02. hereof) in the sole discretion of the **UNIVERSITY** if justified by the periodic evaluations of his reporting superior. The amount of any discretionary merit increase monies available to the **UNIVERSITY** which are to be awarded to the **EMPLOYEE** as a merit raise shall be determined by using the same process for evaluating and rewarding meritorious performance as is used for other non-classified employees. In determining eligibility for or the amounts of any such merit raise, any supplemental compensation paid to the **EMPLOYEE** under Article II, Section 2.05. or Article III, Section 3.01. hereof shall not be considered.

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**2.04. FRINGE BENEFITS.** During the term of this Employment Agreement, the **UNIVERSITY** will provide the **EMPLOYEE** with the fringe benefits described in this Section and no others.



**a. Standard UNIVERSITY Fringe Benefits.** The **EMPLOYEE** shall be entitled to the standard **UNIVERSITY** fringe benefits, including (among other things) social security, group life insurance, disability insurance, vacation with pay, sick leave, family medical coverage, and portable retirement (ie. TIAA/CREF or Valic) contributions. If any benefit is based in whole or in part upon salary paid to the **EMPLOYEE**, such consideration shall be made without including any outside income or supplemental compensation paid, except as required by law.

**b. Club Membership.** The **UNIVERSITY** shall not be responsible for or pay any membership dues at any golf, tennis, athletic or country club and such memberships or opportunities for membership or the value of the same are not a part of this or any other agreement between the **UNIVERSITY** and the **EMPLOYEE** and are not part of any consideration or compensation owed by the **UNIVERSITY** to the **EMPLOYEE**.

#### **2.05. SUPPLEMENTAL SALARY IF TEAM PARTICIPATES IN POST-SEASON PLAY.**

During his employment as Head Men's Basketball Coach of the **UNIVERSITY'S** men's basketball team, the **EMPLOYEE** shall have the opportunity to receive the following supplemental salary in consideration of his efforts in contributing to the exceptional performance of the basketball team and the basketball team's participation in post-season basketball games and for the extra services required of the **EMPLOYEE** in preparation for and participation in such post-season basketball games. In any year within the term of this Agreement that the **UNIVERSITY'S** men's basketball team shall participate in a post-season NCAA or N.I.T. basketball tournament, the **EMPLOYEE** shall receive two weeks supplemental salary. This additional sum shall be paid within thirty (30) days following the NCAA or N.I.T. post-season basketball tournament in which the **UNIVERSITY'S** men's basketball team participates and the **EMPLOYEE** coaches. The supplementary salary set forth above is in no manner to be considered as a bonus but as an contingent part of **EMPLOYEE'S** salary and shall be vested as of the date it accrues.

### **ARTICLE III-OUTSIDE INCOME**

#### **3.01. CONTRACTS AND OUTSIDE INCOME RELATED TO COACHING DUTIES.**

While the **EMPLOYEE** is representing the **UNIVERSITY** as Head Men's Basketball Coach of its intercollegiate basketball team, he may have the opportunity to earn supplemental income through participation in activities related to his primary duties. However, such related activities shall not interfere with the full and complete performance by the **EMPLOYEE** of his duties and obligations as a **UNIVERSITY** employee, recognizing always that the **EMPLOYEE'S** primary obligations lie with the **UNIVERSITY**. Further, in no event shall the **EMPLOYEE** accept or receive directly or indirectly any monies, benefits, or any other

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gratuity whatsoever from any person, corporation, university booster club, or alumni association or other benefactor if such action would violate NCAA legislation or the constitution, bylaws, rules, and

regulations, or interpretations thereof, of the NCAA, the Big Sky Conference, the **UNIVERSITY** and the State Board of Education as now or hereafter enacted.

**a. Television and Radio Programs/Shoe, Apparel and Equipment Contracts.**

Agreements requiring the **EMPLOYEE** to participate in television and radio programs related to his duties as Head Men's Basketball Coach of the **UNIVERSITY'S** intercollegiate men's basketball team and agreements with shoe, apparel, or equipment manufacturer or sellers which provide that the **UNIVERSITY'S** basketball team shall wear the manufacturer or seller's shoes, apparel, or equipment during competition or that the **EMPLOYEE** shall wear, promote, endorse, or consult on the design and/or marketing of such items, are not a part of this Agreement or any other agreement between the **UNIVERSITY** and the **EMPLOYEE** and in no manner or fashion may be considered as a part of the **EMPLOYEE'S** compensation for performance of the duties herein.

The **EMPLOYEE** may not however, require that the **UNIVERSITY'S** men's basketball team or any of its basketball staff wear the shoes or apparel or use the equipment of any manufacturer or seller without the approval of the **UNIVERSITY**. The **EMPLOYEE** also agrees that notwithstanding the provisions of Section 3.01., during the term of this Agreement, he will not engage, directly or indirectly, in any business which would detract from his ability to apply his best efforts to the performance of his duties hereunder. The **EMPLOYEE** also agrees not to usurp any corporate opportunities of the **UNIVERSITY** nor shall the **UNIVERSITY** usurp any personal opportunities of the **EMPLOYEE**.

**b. On-Campus Summer Camp.** The **EMPLOYEE** will have the opportunity to use **UNIVERSITY** facilities in connection with a summer youth basketball camp, pursuant to one of the following options:

Option 1. The **EMPLOYEE** operates the summer camp as a private enterprise and is responsible to pay the **UNIVERSITY** the usual and ordinary fee for use of **UNIVERSITY** facilities. The **EMPLOYEE** further provides his own liability insurance in amounts at least equal to that required for state agencies under the Idaho Tort Claims Act, Idaho Code ' 6-901 et seq., as well as Workers' Compensation Insurance, pays employee wages, and processes any required federal or state withholding amounts. The **EMPLOYEE** retains any profits from the enterprise, is solely responsible for any losses, and agrees to indemnify and hold the **UNIVERSITY** harmless from any liability resulting from the operation of the enterprise. The **EMPLOYEE** and other **UNIVERSITY** employee participants shall be required to take annual leave while engaged in the enterprise.

Option 2. The summer camp is operated as a **UNIVERSITY** sponsored activity with the **UNIVERSITY** providing the appropriate insurance, expenses, and overhead, and the **UNIVERSITY** shall pay the **EMPLOYEE** all income after expenses, insurance and overhead.

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**c. Disclosure of Outside Income.** The **EMPLOYEE** shall receive prior written approval from the President of the **UNIVERSITY** through the Athletic Director, of all income received from

sources outside the **UNIVERSITY** as required by the constitution, bylaws, rules and regulations, or interpretations thereof, of the NCAA, the Big Sky Conference, and the State Board of Education.

#### **ARTICLE IV-TERMINATION**

**4.01. TERMINATION BY UNIVERSITY.** The **EMPLOYEE** recognizes that his promise to remain as a **UNIVERSITY** employee through the entire term of this Employment Agreement is of the essence of this Agreement to the **UNIVERSITY**. It is also recognized, however, that certain limited circumstances may make it appropriate for the **UNIVERSITY** to terminate this Agreement prior to the completion of its entire term.

**a. Automatic Termination Upon Death or Disability of EMPLOYEE.** This Employment Agreement shall terminate automatically if the **EMPLOYEE** dies, if the **EMPLOYEE** becomes totally disabled within the meaning of the **UNIVERSITY'S** disability insurance for employees of the **EMPLOYEE'S** classification in excess of the requisite number of months so that he qualifies for salary continuation benefits or if the **EMPLOYEE** becomes permanently disabled. "Permanently disabled" shall mean physical or mental incapacity of a nature which prevents the **EMPLOYEE**, in the sole judgment of the **UNIVERSITY**, from performing his duties under this Agreement.

If this Agreement is terminated pursuant to this section because of the **EMPLOYEE'S** death, the **EMPLOYEE'S** salary and all other benefits shall terminate as of the last day worked, except that the **EMPLOYEE'S** personal representative or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan now in force or hereafter adopted by the **UNIVERSITY** and due to the **EMPLOYEE** thereunder.

If this Agreement is terminated pursuant to this section because the **EMPLOYEE** becomes totally disabled or permanently disabled, as the case may be, all salary and other benefits shall terminate, except that the **EMPLOYEE** shall be entitled to receive any disability benefits to which he is entitled under any disability program in which he is enrolled.

**b. Termination by UNIVERSITY for Just Cause.** The **UNIVERSITY** shall have the right to terminate this Employment Agreement for just cause prior to its normal expiration. The term "just cause" shall include, in addition to and as examples of its normally understood meaning in all other **UNIVERSITY** employment contracts, any of the following:

(1) deliberate and/or serious violations of the duties outlined in Article I of this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of the **EMPLOYEE'S** abilities;

(2) violations by the **EMPLOYEE** of any of the other terms and conditions of this

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Agreement not remedied after thirty (30) days written notice thereof to the **EMPLOYEE**;

(3) situations in which the **UNIVERSITY** determines to re-assign **EMPLOYEE** under this Agreement and the **EMPLOYEE** does not accept reassignment of responsibilities in accordance with the provisions of Section 1.01. above;

(4) any conduct of the **EMPLOYEE** whereby he admits or is convicted of a violation of any felony criminal statute;

(5) a serious or intentional violation of which the **EMPLOYEE** knew or should have known, of any law, rule, regulation, constitutional provision, bylaw or interpretation of the **UNIVERSITY**, the Big Sky Conference or the NCAA by the **EMPLOYEE**, a member of the basketball coaching staff or any other person under the **EMPLOYEE'S** supervision and direction, including student-athletes in the basketball program, which violation may, in the sole judgment of the **UNIVERSITY**, reflect adversely upon the **UNIVERSITY** or its athletic program, including any serious violation which may result in the **UNIVERSITY** being placed on probation by the Big Sky Conference or the NCAA and including any violation which may have occurred during prior employment of the **EMPLOYEE** at another NCAA member institution;

(6) prolonged absence from duty without the consent of the **EMPLOYEE'S** reporting superior; or

(7) any cause adequate to sustain the termination of any other **UNIVERSITY** employee.

**c. Hearing Pursuant To Normal UNIVERSITY Grievance Procedures.** The **EMPLOYEE** shall have the notice and grievance rights set forth in the **UNIVERSITY'S** grievance procedures provided for non-classified employees, as now or hereafter amended. If the **EMPLOYEE** fails to request such review and hearing as set forth in **UNIVERSITY** rules, this Agreement shall be terminated for the causes cited.

**d. UNIVERSITY'S Obligations Upon Termination For Cause.** In the event this Employment Agreement is terminated for cause in accordance with the provisions of Section 4.01.b. hereof, all obligations of the **UNIVERSITY** to make further payments and/or to provide any other consideration hereunder shall cease as of the end of the day in which such termination is effective.

In no case shall the **UNIVERSITY** be liable to the **EMPLOYEE** for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, apparel or shoe contracts, consulting relationships or from any other sources.

**e. Termination by UNIVERSITY Without Just Cause.** The **UNIVERSITY** shall have the right to terminate this Employment Agreement prior to its normal expiration without just cause. Termination "without just cause" shall mean termination of this Agreement on any basis other than those set forth in Section 4.01.b. above. Termination by the **UNIVERSITY** without cause shall be effectuated by delivering to the **EMPLOYEE** written notice which shall be effective upon the date set forth for

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termination in such notice. The Athletic Director shall give the **EMPLOYEE** advance notice, either verbally or in writing, of his intent to recommend termination under this Section (e).

It is agreed that in the event the **EMPLOYEE'S** employment is terminated without just cause, the **UNIVERSITY** shall be obligated to pay the **EMPLOYEE** in a one-time lump sum payment, excluding all deductions as required by law and state regulation, any base salary remaining under this Agreement as of the date of termination and calculated at the rate of pay existing as of the date of termination. Payment must be made within thirty (30) days of termination.

The **EMPLOYEE** will be entitled to continue his health insurance plan and group life insurance at his own expense for that period of time allowed by law from the effective date of termination but will not be entitled to any other employee benefits except as otherwise provided herein or required by applicable law. In no case shall the **UNIVERSITY** be liable for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, apparel or shoe contracts, consulting relationships or from any other sources that may ensue as a result of the **UNIVERSITY'S** termination of this Agreement without just cause.

The parties have bargained for and agreed to the foregoing liquidated damage provision, giving consideration to the fact that termination of this Agreement by the **UNIVERSITY** without just cause prior to its natural expiration may cause the **EMPLOYEE** to lose certain benefits, supplemental compensation or outside compensation relating to his employment at the **UNIVERSITY**, which damages are extremely difficult to determine with certainty or fairly or adequately. The parties further agree that the payment of such liquidated damages by the **UNIVERSITY** and acceptance thereof by the **EMPLOYEE** shall constitute adequate and reasonable compensation to the **EMPLOYEE** for the damages and injury suffered by the **EMPLOYEE** because of such termination by the **UNIVERSITY**. The foregoing shall not be, nor be construed to be, a penalty. The provisions of this Section shall be without prejudice to any right the **EMPLOYEE** may have under applicable law.

**4.02. TERMINATION BY EMPLOYEE.** The **EMPLOYEE** recognizes that his promise to work for the **UNIVERSITY** for the entire term of this Agreement is of the essence of this Agreement to the **UNIVERSITY**. The **EMPLOYEE** also recognizes that the **UNIVERSITY** is making a highly valuable investment in his continued employment by entering into this Employment Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the **UNIVERSITY** prior to the expiration of the term of this Employment Agreement. While recognizing these agreements and this entire Agreement, the parties agree that the **EMPLOYEE** may, nevertheless, terminate this Employment Agreement prior to its normal expiration on, but only upon the following terms and conditions.

**a. Written Notice by EMPLOYEE.** The **EMPLOYEE** may terminate this Employment Agreement during its term by giving written notice of the termination of his employment with the **UNIVERSITY**.

**b. EMPLOYEE Cannot Seek or Accept Another Coaching Position Without Release From UNIVERSITY.** The parties hereby agree that the **EMPLOYEE** has special, exceptional and unique knowledge, skill and ability as a basketball coach which, in addition to the continuing acquisition of coaching experience at the **UNIVERSITY**, as well as the **UNIVERSITY'S** special need for continuity in its basketball program, render the **EMPLOYEE'S** services unique. The **EMPLOYEE** recognizes that the loss of his services to the **UNIVERSITY**, without **UNIVERSITY** approval and release, prior to the expiration of the term of this Agreement, would cause an inherent loss to the **UNIVERSITY** which cannot be estimated with certainty or fairly or adequately compensated by money damages.

The parties agree that should another coaching opportunity be presented to the **EMPLOYEE** or should the **EMPLOYEE** be interested in another position as a basketball coach at any institution of higher education which is a member of the NCAA or the NAIA, or any basketball team participating in any professional league or conference in the United States or elsewhere requiring the performance of duties prior to the expiration date of the term of this Agreement or any extension hereof, the **EMPLOYEE** must notify the **UNIVERSITY'S** Director of Athletics of such opportunity or interest and permission must be given to the **EMPLOYEE** by the Director of Athletics before any discussions can be held by the **EMPLOYEE** with the anticipated coaching-position principals.

**c. Liquidated Damages.** Should **EMPLOYEE** terminate this Agreement or gives his notice of termination prior to its expiration date of May 8, 2002, then all obligations of the **UNIVERSITY** immediately cease and **EMPLOYEE** shall pay to the **UNIVERSITY** as liquidated damages, not as a penalty, for his breach of this Agreement the following sum: (1) Thirty Thousand Dollars (\$30,000) if he voluntarily terminates employment before May 8, 2000 (2) Twenty Thousand Dollars (\$20,000) if he voluntarily terminates employment before May 8, 2001; (3) Ten Thousand Dollars (\$10,000) if he voluntarily terminates employment before May 8, 2002.

If **EMPLOYEE** terminates this Agreement, he shall receive no salary from the **UNIVERSITY** beyond the effective termination date and the above liquidated damage sum shall be paid to the **UNIVERSITY** on or before December 31st of that year. However, **EMPLOYEE** shall be entitled to any supplemental salary or bonus which shall have vested, but has not been paid as of termination.

## **ARTICLE V-MISCELLANEOUS**

**5.01. COMPENSATION CONDITIONAL.** The payment of all forms of compensation set forth in this Agreement is subject to the **UNIVERSITY'S** and the Board of Education's rules regarding Financial Exigency and this Agreement may be terminated with no further obligation of the **UNIVERSITY** for the continued payment of compensation beyond the date determined for layoff under such declaration of financial exigency.

**5.02. EQUIPMENT AND PERQUISITES.** All materials or articles of information, including, without limitation, personnel records, equipment, recruiting records, team information, films, statistics or any other material or data, furnished to the **EMPLOYEE** on behalf of the **UNIVERSITY** for his use or otherwise in connection with the **EMPLOYEE'S** employment hereunder are and shall remain the sole and confidential property of the **UNIVERSITY**. Further, all perquisites and the rights thereto, such as courtesy cars, credit cards and the like are not the property of the **EMPLOYEE** but that of the **UNIVERSITY**. Upon the expiration of the term of this Agreement or its earlier termination as provided herein, or upon reassignment of such property by the Athletic Director, the **EMPLOYEE** shall immediately cause any such items or materials in his possession or control to be delivered to the **UNIVERSITY**.

**5.03. REQUIREMENT OF UNIVERSITY SIGNATURE AND APPROVAL.** It is understood and agreed that this Agreement shall not be effective until signed by the **UNIVERSITY**, with the approval of the State Board of Education.

**5.04. CHOICE OF LAW.** It is the intent of the parties hereto that this Agreement shall be governed by and construed in accordance with the laws of the State of Idaho and the laws of the State of Idaho shall govern the validity, performance and enforcement of this Agreement.

**5.05. ASSIGNMENT OF AGREEMENT.** The **EMPLOYEE'S** rights and interests under this Agreement may not be assigned, pledged or encumbered by the **EMPLOYEE**.

**5.06. MERGER CLAUSE.** This Agreement constitutes the full and complete understanding and agreement of the parties with respect to the employment of the **EMPLOYEE** by the **UNIVERSITY** and supersedes all prior understandings and agreements, oral or written, regarding the **EMPLOYEE'S** employment by the **UNIVERSITY**.

**5.07. AMENDMENTS TO AGREEMENT.** This Agreement may be amended at any time only by a written instrument duly approved by the **UNIVERSITY** through its designated representative and accepted by the **EMPLOYEE**, such approval and acceptance to be acknowledged in writing, except that the foregoing shall not apply to

increases in compensation and/or enhancements of fringe benefits which may be accomplished at any time in accordance with the terms and conditions of Article II hereof without the necessity for written modification or amendment to this Agreement.

**5.08. SEVERABILITY.** If any provision or provisions hereof, including but not limited to Article IV relating to restrictions on the **EMPLOYEE'S** ability to accept competitive employment, shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions or to alter the bounds thereof in order to render it valid and enforceable.

**5.09. NO WAIVER OF DEFAULT.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

**5.10. ACKNOWLEDGMENT.** The **EMPLOYEE** acknowledges that he has read and understands the foregoing provisions of this Agreement and that such provisions are reasonable and enforceable and he agrees to abide by this Agreement and the terms and conditions set forth herein.

**5.11. "FORCE MAJEURE" CLAUSE.** Neither party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or because of any law, order, proclamation, ruling, regulation or ordinance of any government or because of any act of God.

**5.12. CONFIDENTIALITY.** The **EMPLOYEE** hereby consents and agrees that this document may be released and made available to the public after it is signed by the **EMPLOYEE**.

**5.13. NOTICES.** Any notice or other communication which may or is required to be given under this Agreement shall be in writing and shall be deemed to have been given on the earlier of the day actually received or on the close of business on the fifth business day next following the day when deposited in the United States Mail, postage prepaid, registered or certified, addressed to the party at the address set forth after its name below or such other address as may be given by such party in writing to the other:

If to the **EMPLOYEE**:

Doug Oliver  
5445 Country Club  
Pocatello, ID 83204

If to the **UNIVERSITY**:

Howard Gauthier  
Director of Athletics  
Campus Box 8173, ISU  
Pocatello, ID 83209



**IN WITNESS WHEREOF**, the parties hereto have executed this Employment Agreement or caused this Agreement to be executed by its provisions, the **EMPLOYEE** acknowledging that he has reviewed this Employment Agreement with his attorney.

**EMPLOYEE**

**FOR THE UNIVERSITY**

\_\_\_\_\_  
**DOUG OLIVER**

\_\_\_\_\_  
**RICHARD L. BOWEN**  
**PRESIDENT**

STATE OF IDAHO     )  
                                  )  
County of BANNOCK    )

On this \_\_ day of \_\_\_\_\_, 1999, before me, the undersigned, a Notary Public in and for said state, personally appeared RICHARD L. BOWEN, known to me to be the President of Idaho State University, whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of said University.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**PERSONNEL/STUDENT AFFAIRS COMMITTEE  
NON-ROUTINE AGENDA**

**2.3 Changes in Salary, Rank, Title, Duties or Status**

**2.33 Other**

Harrington, Aimee - Assistant Director

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$20,800

Current Annual Salary: \$16,432

Amount and Percent: \$4,368 (+26.59%)

Effective Date: April 12, 1999

Department/Funding: KinderCollege/ Fiscal, Auxiliary Funds

Rationale: Change from Head Teacher TO Assistant Director

**PERSONNEL/STUDENT AFFAIRS COMMITTEE  
NON-ROUTINE AGENDA**

**2.3 Change in Salary, Rank, Title or Duties**

**2.32 Academic Instructional**

Richard W. Fehrenbacher, From Assoc Prof of English to Director of Grad Studies and Assoc Prof of English

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$52,873.60

Current Annual Salary: \$42,307.20

Amount and Percent: + 10,566.40 (+ 24.98%)

Effective Date: June 27, 1999

Department/Funding: English/FY/General Education Appropriated Funds

Rationale: Increased administrative duties & change from AY to FY Faculty.

Linda Kirk Fox, From Professor of Family and Consumer Science to Department Head and Professor of Family and Consumer Science

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$82,014.40

Current Annual Salary: \$59,092.80

Amount and Percent: + \$22,921.60 (+ 38.79%)

Effective Date: June 27, 1999

Department/Funding: Family and Consumer Science/FY/Appropriated and Agriculture Research and Extension Appropriated Funds

Rationale: Increased administrative duties.

Deborah A. Frincke, From Assistant Professor of Computer Science to Associate Professor of Computer Science

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$64,604.80

Current Annual Salary: \$52,956.80

Amount and Percent: + 11,648.00 (+ 22.00%)

Effective Date: June 27, 1999

Department/Funding: Computer Science/AY/Gen Ed Appropriated and Grant Funds

Rationale: Promotion to Associate Professor plus equity.

**UNIVERSITY OF IDAHO****June 17-18, 1999**

Debra C. Goldfine, From Licensed Psychologist, Student Counseling Center with rank of Asst Professor to Licensed Psychologist, Student Counseling Center with rank of Associate Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$49,816.00

Current Annual Salary: \$39,270.40

Amount and Percent: + \$10,545.60 (+ 26.85%)

Effective Date: June 27, 1999

Department/Funding: Student Counseling Center/FY/Gen Ed Approp and Aux Funds

Rationale: Promotion to rank of Associate Professor plus equity.

David Lee-Painter, From Assistant Professor of Theater Arts to Department Head the Assistant Professor of Theater Arts

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$51,521.60

Current Annual Salary: \$40,913.60

Amount and Percent: + \$10,608.00 (+ 25.93%)

Effective Date: June 27, 1999

Department/Funding: Theater Arts/FY/General Education Appropriated Funds

Rationale: Increased administrative duties.

Shawna Lindquist, From Financial Aid Advisor to Manager, Scholarships

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$46,009.60

Current Annual Salary: \$32,011.20

Amount and Percent: + \$13,998.40 (+ 43.73%)

Effective Date: June 27, 1999

Department/Funding: Financial Aid/FY/General Education Appropriated Funds

Rationale: Reclassification from classified exempt status to non-faculty exempt status.

Katherine Helene Roy, From Associate Professor of Agricultural Cooperative Extension to District Director and Professor of Agricultural Cooperative Extension

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$45,115.20

Current Annual Salary: \$37,294.40

Amount and Percent: + \$7,820.80 (+ 20.97%)

Effective Date: June 27, 1999  
Department/Funding: District II/FY/Appropriated Funds  
Rationale: Promotion to Professor and increased administrative duties.

## **UNIVERSITY OF IDAHO**

**June 17-18, 1999**

Emily Wallace, Assistant Professor of Dance  
FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$36,774.40  
Current Annual Salary: \$17,669.60  
Amount and Percent: + \$19,104.80 (+ 108.12%)  
Effective Date: June 27, 1999  
Department/Funding: Division of Health, Physical Education, Recreation and Dance/AY/General Education Appropriated Funds.  
Rationale: Change from half time to full time appointment.

### **2.33 Other**

Joy Fisher, From Fiscal Affairs Officer to Director of Capital Planning and Capital Budget  
FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$65,000.00  
Current Annual Salary: \$52,998.40  
Amount and Percent: + \$12,001.60 (+ 22.64%)  
Effective Date: June 27, 1999  
Department/Funding: Capital Planning and Capital Budget/FY/General Education Appropriated Funds.  
Rationale: Change of position with an increase in administrative responsibilities.

## **2.8 Athletics**

### **Changes in Salary, Rank, Title or Duties**

Thomas P. Boyer-Kendrick, Strength Coach  
FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$32,011.20  
Current Annual Salary: \$25,001.60  
Amount and Percent: \$7,009.60 (28.04%)  
Effective Date: June 27, 1999  
Department/Funding: Athletic Department/FY/General Education Appropriated Funds  
Rationale: FY00 Salary increase based on merit  
Justification: Salary equity and increased administrative duties

**UNIVERSITY OF IDAHO****June 17-18, 1999**

Larry D. Foster, Women's Soccer Coach

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$38,126.40

Current Annual Salary: \$30,617.60

Amount and Percent: \$7,508.80 (24.52%)

Effective Date: June 27, 1999

Department/Funding: Athletic Department/FY/General Education Appropriated Funds

Rationale: FY00 Salary increase based on merit

Justification: Salary equity, increased admin duties and gender equity compliance

Hilary A. Recknor, Head Women's Basketball Coach

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$65,000.00 (FY00)

Current Annual Salary: \$51,001.60 (FY99)

Amount and Percent: \$13,998.40 (27.45%)

Effective Date: June 27, 1999 B June 29, 2001

Department/Funding: Athletic Department/FY/General Education Appropriated Funds

Justification: Gender equity compliance in EADA

**Multi-Year Contracts**C. David Farrar, Head Men's Basketball Coach

Year of Contract: Second, June 27, 1999 through March 31, 2003

Effective Date: June 27, 1999

Current Salary: \$90,001.60

Contractual Increase: + \$5,004.40 (+ 5.56%)

Total Contractual Salary: \$95,014.40

Additional Compensation: Regents= Minutes for September 1998, p. 10

Rationale: During the past year as head coach, Coach Farrar has demonstrated significant leadership qualities in administering the men's basketball program. The team's success on the court has been commendable.

Coach Farrar received his first multi-year contract in 1998. The University now proposes an amendment which would (1) provide a FY00 Guaranteed Base Salary (GBS) of \$95,000.40 and (2) provide for Coach Farrar to receive up to \$30,000 from the University or Radio Palouse, Inc. (KHTR).

The FY00 GBS is an increase of 5.5% over FY99. Other provisions of the multi-year contract approved by the Board in September 1998 are unchanged.

## **UNIVERSITY OF IDAHO**

**June 17-18, 1999**

Christopher J. Tormey, Head Football Coach

Year of Contract: June 28, 1999 through June 25, 2004

Effective Date: June 28, 1999

Current Salary: \$89,419.20

Contractual Increase: + \$20,009.60 (+ 22.38%)

Total Contractual Salary: \$109,428.80

Additional Compensation: Regents= Minutes for April 1996, p. 23

Regents= Minutes for June 1997, p. 13

Regents= Minutes for September 1998, p.10

Rationale: Coach Tormey continues to demonstrate outstanding leadership qualities in administering the football program. The team's success on the field has been outstanding and the team continues to be well-positioned for the future.

Coach Tormey received his first multi-year contract in 1996. That contract was amended in 1998 and the term extended until 2001. The University now proposes a second amendment which would (1) extend the term until June 25, 2004; (2) provide a Guaranteed Base Salary (GBS) for a FY2000 of \$109,424.00 and (3) provide for Coach Tormey to receive \$30,000 from the University or Radio Palouse, Inc. (KHTR). The FY00 GBS is an increase of 22.4% over FY99. Other provisions of the multi-year contract approved in September 1998 are unchanged.

4. University of Idaho Foundation Proposal

The Foundations of Boise State University, Idaho State University, Lewis-Clark State College and the University of Idaho have asked to present proposals to the Board to allow them to supplement their respective presidents' salary and/or benefit package. The Board agreed to hear the proposals in June. Three of the Foundations (BSU, ISU and LCSC) have asked to come to the Board in August or September. The UI Foundation will bring its proposal forth at the June meeting.

NOTE: For a copy of the UI Foundation's proposal, contact Vicki Barker at the Office of the State Board of Education, 208-334-2270 or [vbarker@osbe.state.id.us](mailto:vbarker@osbe.state.id.us)



5. Idaho State Library Board Reappointment

At its May 7, 1999 meeting the Idaho State Library Board voted to recommend to the State Board of Education that Mr. Larry Weeks be reappointed as a member of the State Library Board for the term beginning July 1, 1999 and ending June 30, 2004

Mr. Weeks, who was appointed three years ago to complete a vacant five-year term that expires July 1, 1999 has indicated his willingness to serve another term (five years) on the ISL Board.

**It was moved by** \_\_\_\_\_ **and carried** to approve/disapprove/table the reappointment of Mr. Larry Weeks to the Idaho State Library Board, July 1, 1999 through June 30, 2004.

6. FORUM

Presidents:

Dr. Richard Bowen, ISU  
Dr. Michael Burke, NIC  
Dr. James Hottois, LCSC  
Dr. Robert Hoover, UI  
Dr. Miles LaRowe, EITC  
Mr. Jerry Meyerhoeffer, CSI  
Dr. Charles Ruch, BSU

Agency Heads:

Mr. Ron Darcy, ISDB  
Mr. Peter Morrill, IPTV  
Dr. Mike Rush, SDVE  
Mr. Pat Young, IDVR - Reimbursements from Social Security Administration for Services

Faculty Presidents:

Dr. Joseph Feeley, UI  
Ms. Mary Lou Robinson, LCSC  
Ms. Pam Ingram, EITC  
Mr. Jim Tartar, CSI  
Dr. Jennifer Attebery, ISU  
Mr. Alan Lamb, NIC  
Dr. Linda Petlichkoff, BSU

Dr. Kathleen Kangas, Former ISU Faculty President - Faculty Recruiting and Retention

Student Body Presidents:

Ms. Teresa Daniels, EITC  
Ms. Angela Buhler, CSI  
Ms. Christine Starr, BSU  
Mr. Nathan Peterson LCSC  
Mr. Mahmood U. Sheikh, UI  
Mr. Dan Sheckler, NIC  
Ms. Katie Muhlfeith, ISU